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DATE: 30 Oct 2009

PR(s) No:

PIIN: HHM402-10-D-0006

CS:

(b)(3):10 USC
424

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SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 32 PAGES		
2. CONTRACT NUMBER HHM402-10-D-0006	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER			
7. ISSUED BY Virginia Contracting Activity ATTN: (b)(3):10 USC 424 Bolling AFB, Bldg. 6000 Washington DC 20340-5100		CODE HHQ402	8. ADDRESS OFFER TO (If other than Item 7)				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME	B. TELEPHONE (NO COLLECT CALLS)	C. E-MAIL ADDRESS			
11. TABLE OF CONTENTS							
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OFFER							
NOTE: Item 12 does not apply if the solicitation includes the provisions of 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (80 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT		10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)	
(See Section I, Clause No. 52.232-4)							
14. ACKNOWLEDGMENT OF AMENDMENTS		AMENDMENT NO.		DATE		AMENDMENT NO.	
(The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated):							
15A. NAME AND ADDRESS OF OFFEROR		CODE 00004375	FACILITY DUNS:058170353	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) (b)(6)			
15B. TELEPHONE NUMBER (b)(6)		17. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE (b)(6)		18. OFFER DATE 10/29/09	
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT \$0.00		21. ACCOUNTING AND APPROPRIATION See Schedule			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2306(e) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
24. ADMINISTERED BY Virginia Contracting Activity ATTN: DIAC (b)(3):10 USC 424 Building 6000 Washington DC 20340-5100		CODE Z050	25. PAYMENT WILL BE MADE BY NSA Finance and Accounting Office P.O. Box 1685; ATTN: DF2111 Ft. George G. Meade MD 20755-6856 (b)(3):10 USC 424		CODE NSA01A		
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNIT		28. AWARD DATE OCT 30, 2009			

IMPORTANT - Award will be made on this Form, or on Standard Form 28, or by other authorized official written notice. (Must be fully completed by offeror)

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STANDARD FORM 33 (REV. 6-87)
Prescribed by GSA - FAR (48 CFR) 53.214(g)

(b)(3):10 USC
424

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
(b)(3): 10 USC 424	The purpose of this contract is to acquire [REDACTED]				
(b)(4)	<p>Minimum contract value [REDACTED]</p> <p>Maximum contract value over five years \$519,000,000.00</p> <p>The proposed labor rates for each Task Order issued under this contract shall be proposed in accordance with the contractor's ceiling rates for the labor categories listed in Attachment J.2. Note: Labor rates proposed for individual task orders may be discounted from the contractor ceiling bill rates. In no case shall labor rates or mark up rates for Task Orders exceed the contract ceiling rates.</p> <p>Contract Type: Indefinite Delivery Indefinite Quantity (IDIQ)</p> <p>Period of Performance: Base Year plus four option years.</p> <p>Government Points of Contact:</p>				
(b)(4)	[REDACTED]	(b)(4)			
0001	<p>Direct Labor (Base Year)</p> <p>Government Site</p> <p>Financial Manager - Mid Level</p> <p>Financial Manager - Senior Level</p> <p>JCIDS Analyst</p> <p>Logistics Analyst</p> <p>Acquisition Specialist - Mid Level</p> <p>Acquisition Specialist - Senior Level</p> <p>Collection Manager</p> <p>Scientist/Modeling Expert</p> <p>Signature Research Analyst</p> <p>TECHINT Fusion Analyst - Mid Level</p> <p>TECHINT Fusion Analyst - Senior Level</p> <p>TECHINT Analyst - Mid Level</p> <p>TECHINT Analyst - Senior Level</p> <p>Software Engineer - Mid Level</p> <p>Software Engineer - Senior Level</p> <p>Sensor System Developer - Mid Level</p> <p>Sensor System Developer - Senior Level</p> <p>Test Engineer</p> <p>Project Manager</p> <p>Science & Technology Manager/Systems Engineer</p> <p>Graphics Developer</p> <p>Network Engineer</p> <p>IT Specialist</p> <p>Web Developer/ Database Administrator</p> <p>IT Developer</p> <p>Engineer/Scientist (Radio Frequency Expert)</p> <p>DELIVERY DATE: 10/29/2010</p> <p>SHIP TO:</p> <p>N/A Services</p>	[REDACTED]	LO	0.00	0.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0002	Period of Performance: 10/30/2009 to 10/29/2010 ODC (Base Year) Travel Materials (Shall be determined per Task Order) DELIVERY DATE: 10/29/2010 SHIP TO: See Schedule	(b)(4)	LO	0.00	0.00
1001	Period of Performance: 10/30/2009 to 10/29/2010 Direct Labor (Option Year 1) Government Site Financial Manager - Mid Level Financial Manager - Senior Level JCIDS Analyst Logistics Analyst Acquisition Specialist - Mid Level Acquisition Specialist - Senior Level Collection Manager Scientist/Modeling Expert Signature Research Analyst TECHINT Fusion Analyst - Mid Level TECHINT Fusion Analyst - Senior Level TECHINT Analyst - Mid Level TECHINT Analyst - Senior Level Software Engineer - Mid Level Software Engineer - Senior Level Sensor System Developer - Mid Level Sensor System Developer - Senior Level Test Engineer Project Manager Science & Technology Manager/Systems Engineer Graphics Developer Network Engineer IT Specialist Web Developer/ Database Administrator IT Developer Engineer/Scientist (Radio Frequency Expert) DELIVERY DATE: 10/29/2011 SHIP TO: N/A Services	(b)(4)	LO	0.00	OPT 0.00
1002	Period of Performance: 10/30/2010 to 10/29/2011 ODC (Option Year 1) Travel Materials (Shall be determined per Task Order) DELIVERY DATE: 10/29/2011 SHIP TO: See Schedule	(b)(4)	LO	0.00	OPT 0.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
2001	Period of Performance: 10/30/2010 to 10/29/2011 Direct Labor (Option Year 2) Government Site Financial Manager - Mid Level Financial Manager - Senior Level JCIDS Analyst Logistics Analyst Acquisition Specialist - Mid Level Acquisition Specialist - Senior Level Collection Manager Scientist/Modeling Expert Signature Research Analyst TECHINT Fusion Analyst - Mid Level TECHINT Fusion Analyst - Senior Level TECHINT Analyst - Mid Level TECHINT Analyst - Senior Level Software Engineer - Mid Level Software Engineer - Senior Level Sensor System Developer - Mid Level Sensor System Developer - Senior Level Test Engineer Project Manager Science & Technology Manager/Systems Engineer Graphics Developer Network Engineer IT Specialist Web Developer/ Database Administrator IT Developer Engineer/Scientist (Radio Frequency Expert) DELIVERY DATE: 10/29/2012 SHIP TO: N/A Services Period of Performance: 10/30/2011 to 10/29/2012 ODC (Option Year 2) Travel Materials (Shall be determined per Task Order) DELIVERY DATE: 10/29/2012 SHIP TO: See Schedule Period of Performance: 10/30/2011 to 10/29/2012	(b)(4)	LO	0.00	OPT 0.00
2002	Period of Performance: 10/30/2011 to 10/29/2012 ODC (Option Year 2) Travel Materials (Shall be determined per Task Order) DELIVERY DATE: 10/29/2012 SHIP TO: See Schedule Period of Performance: 10/30/2011 to 10/29/2012		LO	0.00	OPT 0.00
3001	Direct Labor (Option Year 3) Government Site Financial Manager - Mid Level Financial Manager - Senior Level JCIDS Analyst Logistics Analyst		LO	0.00	OPT 0.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
3002	Acquisition Specialist - Mid Level Acquisition Specialist - Senior Level Collection Manager Scientist/Modeling Expert Signature Research Analyst TECHINT Fusion Analyst - Mid Level TECHINT Fusion Analyst - Senior Level TECHINT Analyst - Mid Level TECHINT Analyst - Senior Level Software Engineer - Mid Level Software Engineer - Senior Level Sensor System Developer - Mid Level Sensor System Developer - Senior Level Test Engineer Project Manager Science & Technology Manager/Systems Engineer Graphics Developer Network Engineer IT Specialist Web Developer/ Database Administrator IT Developer Engineer/Scientist (Radio Frequency Expert) DELIVERY DATE: 10/29/2013 SHIP TO: N/A Services Period of Performance: 10/30/2012 to 10/29/2013	(b)(4)	LO	0.00	OPT 0.00
	ODC (Option Year 3) Travel Materials (Shall be determined per Task Order)				
4001	DELIVERY DATE: 10/29/2013 SHIP TO: See Schedule Period of Performance: 10/30/2012 to 10/29/2013	(b)(4)	LO	0.00	OPT 0.00
	Direct Labor (Option Year 4) Government Site Financial Manager - Mid Level Financial Manager - Senior Level JCIDS Analyst Logistics Analyst Acquisition Specialist - Mid Level Acquisition Specialist - Senior Level Collection Manager Scientist/Modeling Expert Signature Research Analyst TECHINT Fusion Analyst - Mid Level TECHINT Fusion Analyst - Senior Level TECHINT Analyst - Mid Level TECHINT Analyst - Senior Level Software Engineer - Mid Level Software Engineer - Senior Level				

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
4002	<p>Sensor System Developer - Mid Level Sensor System Developer - Senior Level Test Engineer Project Manager Science & Technology Manager/Systems Engineer Graphics Developer Network Engineer IT Specialist Web Developer/ Database Administrator IT Developer Engineer/Scientist (Radio Frequency Expert)</p> <p>DELIVERY DATE: 10/29/2014 SHIP TO: N/A Services</p> <p>Period of Performance: 10/30/2013 to 10/29/2014</p> <p>ODC (Option Year 4)</p> <p>Travel Materials (Shall be determined per Task Order)</p> <p>DELIVERY DATE: 10/29/2014 SHIP TO: See Schedule</p> <p>Period of Performance: 10/30/2013 to 10/29/2014</p>	(b)(4)	LO	0.00	OPT 0.00

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SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C. 1

The classified Statement of Work

is incorporated into this contract by reference.

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SECTION D
PACKAGING AND MARKING

D. 1

Any equipment, parts, material or other deliverables items provided by the contractor shall be packaged and marked with the appropriate commercial packaging to insure safe arrival at the destination. Each task order shall contain any specific marking instruction for the packaging.

D.2 The cost of any special packaging, marking, or shipping associated with equipment, parts, material or other deliverables necessary to complete a Task Order shall be reimbursed at cost to the contractor in accordance with the ODC mark-up.

SECTION E INSPECTION AND ACCEPTANCE

E. 1 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)

(Reference 52.246-2)

E. 2 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(Reference 52.246-4)

E. 3 52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)

(Reference 52.246-5)

E. 4

INSPECTION AND ACCEPTANCE (IAW FAR 46.401(b) and 46.503)

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity. This statement is not intended to limit the Government's rights under applicable inspection clauses.

E.5 CONTRACTING OFFICER REPRESENTATIVE

Designated CORs shall participate in the administration of the Task Orders issued under this contract by evaluating contractor performance, inspecting and accepting services for the Government, and providing a report of inspection as well as contractor performance assessments to the Contracting Officer. This designation does not include authority to direct and/or authorize the contractor to make changes in the scope or terms and conditions of the Task Order without written approval of the Contracting Officer. The contractor shall be notified in writing by the Contracting Officer of the name, duties, and limitations of the CORs by means of the COR Designation Letter.

E.6 ACCEPTANCE REVIEW AND QUALITY

The Government shall conduct a review of the contract deliverables for completeness, correctness, and compliance with task order requirements. Quality assurance standards shall be specified for each task order and be dependent upon the complexity of the task to be performed.

The Government shall provide written notice to the Contractor of deficiencies or necessary corrections to deliverables within 30 calendar days of receipt of any one deliverable. This notice shall state the action the Government requires of the Contractor in accordance with provisions of FAR clause 52.246-20, Warranty of Services.

E.7 QUALITY CONTROL

The Contractor shall maintain a system of quality control commensurate with the task order requirements. At a minimum, historical and in process workloads segregated by task order and general task category is required. The quality of services performed under this contract shall conform to the highest standards in the industry. The performance standards for each task order shall be specified in the task order. The Contractor shall immediately notify the COR of problems or situations that could negatively impact compliance with the provisions of the contract, and the plan the Contractor will implement to resolve problems.

Unclassified

**SECTION F
DELIVERIES OR PERFORMANCE**

F. 1 52.247-34 F.O.B. DESTINATION (NOV 1991)

(Reference 52.247-34)

F. 2

ORDERING PERIOD

The contract consists of a base period and four unilateral option periods as shown below: Base Period -
Date of Award through month 12

Option Period 1 - Month 13 through month 24

Option Period 2 - Month 25 through month 36

Option Period 3 - Month 37 through month 48

Option Period 4 - Month 49 through month 60

Each Task Order shall delineate the specific period of performance and/or delivery schedule(s). Task Orders issued in Option Period 4 shall not have a period of performance beyond 60 months from date of task order award.

SECTION G CONTRACT ADMINISTRATION DATA

(b)(3):P.L. 86-
36,(b)(6)

The NSA Points of Contact for the following clause (G.1) are as follows:



G. 1 1052.232-90 INVOICE PROCEDURES: ELECTRONIC INVOICING REQUIREMENT (FEB 2009)

a. Invoices shall be submitted through the Electronic Invoicing internet website using the procedures described at http://www.nsa.gov/business/programs/electronic_invoicing.shtml, unless otherwise authorized. Access to the Electronic Invoicing website requires an External Certificate Authority/Interim External Certificate Authority (ECA/IECA) PKI certificate. Information on purchasing an ECA/IECA certificate is available on the internet at: <http://iase.disa.mil/pki/eca/>. Contact the Electronic Commerce office at (410) 854-5445 if you need additional information. After obtaining the ECA/IECA certificate, contact the Electronic Commerce office to obtain an account if one does not currently exist. OPTIONAL: The Government requests that concurrent "hard copies" of invoices be submitted in addition to the required electronic invoices. Send one (1) each "hard copy" invoice concurrently with your electronic invoice, but to the following addressees: COR's and/or CO's Office (Insert COR or CO's name, telephone number, internal mailing address, email address) DCAA and/or DCMA Office (Insert the cognizant audit or contract management branch and applicable address) b. At a minimum, all invoices-whether electronic invoice or hard copy-- must contain the following: 1. Name and address of the contractor. 2. Invoice date and invoice number. 3. Contract, Purchase Order or other authorization for supplies delivered or services performed (if award is a delivery or job order, ensure entire contract number - basic award and order number - is included) 4. Description, quantities and prices must be described exactly as shown on the contract, including Line Item and Accounting Classification Reference Number (ACRN) if delineated in the contract. 5. Name of the contractor's official and address to whom payment is to be sent (if other than Electronic Funds Transfer is authorized.) 6. Shipping/payment terms (date of shipment, address, discount for prompt payment) 7. Name, title, phone number and mailing address of person to be notified in the event of a defective invoice. 8. Taxpayer Identification Number (TIN), Electronic Funds Transfer (EFT) banking information, and DUNS number. 9. COR name. 10. Any other information or documentation required by the contract. c. The contractor is authorized to invoice (insert, as appropriate: "monthly," "bi-weekly", etc.) d. The Contracting Officer's Representative (COR) is required to review and approve invoices as part of the payment process. When invoicing electronically, the identified COR will automatically receive notification of a pending invoice. If a concurrent hardcopy invoicing has been authorized, prominently mark all transmittals or envelopes that contain invoice copies "DUPLICATE INVOICE ENCLOSED" for CORs in order to ensure timely payment. e. Note: Payment approvals under cost reimbursement type contracts, including and time and materials/labor hour contracts, are considered provisional invoice approvals until DCAA or other cognizant government audit authority has determined that the costs and fees under the contract are valid and allowable. f. Questions regarding payment shall be directed to the Finance and Accounting Office at (410) 854-7657. (End of Clause)

G. 2

INCREMENTAL FUNDING

Task Orders issued under this contract may be incrementally funded pursuant to the "Limitation of Funds" clause, FAR 52.232-22. If incrementally funded, a Task Order shall state the amount obligated and the estimated date through which the funds will sufficiently fund the Task Order. Additionally, Firm Fixed Price Task Orders issued under this contract may be incrementally funded pursuant to the "Limitation of Government Obligation" clause, DFARS 252.232-7007.

G.3 CONTRACT CEILING

The contract ceiling for the [REDACTED] IDIQ is \$519M. (b)(3):10 USC 424

G.4 ACCOUNTING AND APPROPRIATION DATA

Accounting and Appropriation Data shall be cited in each Task Order issued under the Basic Contract. Further, the following information may be provided:

- CLIN, Purchase Request;
- Accounting and Appropriation Data;
- Amount Obligated; and
- Purchase Order Number (Task Orders).

G.5 REPORTING ASSOCIATED WITH THE BASIC CONTRACT

The contractor shall submit various reports to the designated officials through the electronic mail system or through other systems that may be designated for that purpose. Contractor personnel responsible for the administration of this contract shall be able to send and receive electronic messages, and shall be required to communicate via electronic mail system during the life of the contract. The email addresses of Government personnel are provided in this contract. The Government

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may also change the designated officials during the life of the contract. The contractor shall be notified of these changes and provided the email addresses of the new designated officials.

The following represents basic reporting requirements for [REDACTED]. These will vary depending upon the nature of the individual task orders. The Government will establish an electronic system for all reporting requirements. This system will be in place and available at time of award. The following electronic reports are required for the Basic Contract:

(a) For any task order that has ended, the contractor will provide to the Government an after-action report that provides status of the deliverables, copies of invoices to include the final invoice, clearance report of Government Furnished Equipment (GFE) to include software licenses, names of personnel who worked on the task order and written confirmation that they have been read off in accordance with DoD 5105.21-M-1. Final Report is due 60 days from the end of the period of performance.

(b) Miscellaneous Special Reports: From time to time the Government may require brief, informal, special reports or information associated with the overall administration of the Basic Contract. The Contracting Officer shall notify the contractor's representative of the specific reporting requirements and establish a mutually acceptable response time and format.

(c) Compliance with reporting requirements covered by subcontracting plans.

G.6 TASK ORDER TYPES

A task order specifies and authorizes work to be accomplished by the Contractor to satisfy Government requirements. Task orders issued under this contract will not be synopsisized. Task orders shall be awarded on the basis of lowest price, technically acceptable; or best value. Task orders may be terminated for the convenience of the Government, because the time or funds were exhausted, because the need no longer exists or has changed, or for cause. If the task order is being terminated for default, the CO shall use due process.

The following are the types of Task Orders that may be issued:

1. Fixed Price: This is a task for which there are reasonably definite requirements, and for which there is one or more tangible deliverable.
2. Cost: This is a task that provides for payment of allowable incurred costs to the extent prescribed in the contract. They establish an estimate of total cost for the purpose of obligating funds and establishing a ceiling that the contractor may not exceed without the approval of the CO. Cost-reimbursable type of contracts are suitable for use when uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy to use any type of fixed price contract.
3. Time and Materials: This is a task that addresses a requirement where it is not possible to define the work specifically enough to permit the development of a firm price estimate. The end product may be either services to perform specified types of work or the production of piecework. This type of task order shall be issued with a not-to-exceed ceiling price. Vendor must provide a plan, NLT 180 days after contract award, describing what tasks or services may be transitioned from a level of effort (T&M) to a Firm Fixed Priced performance-based task based on the performance-based attributes. The plan shall include the workload data required to be gathered in order to develop the measurable performance standards to be used (i.e., terms of quality, timeliness, quantity, etc). The plan must address how and when this transition will occur and what quality control plan will be used. This plan shall reflect any changes in the SOW, manpower and cost. It is the intent of the Government to provide incentives to the contractor for transitioning T&M efforts to Firm Fixed Price contracts and when possible, performance-based efforts that result in savings to the government. As such, contract cost savings resulting from contractor recommendations contained in a required Transition Plan to Performance Based Contracts will be shared with the contractor. The exact amount of these incentives will be determined through negotiations with the government.
4. Labor Hours: This is a task that addresses a requirement where it is not possible to define the work specifically enough to permit the development of a firm price estimate. No materials are necessary in the performance of the work. This type of task order shall be issued with a not-to-exceed ceiling price.

G.7 TASK ORDER OMBUDSMAN

The task order ombudsman shall be the Deputy HCA as is required by FAR 16.505(b)(5) to provide Contractors with a fair opportunity to be considered for each order under multiple delivery order or multiple task order contracts.

G.8 PRICING OF ADJUSTMENTS

When costs are a factor in any determination of a contract price adjustment pursuant to FAR 52.243-1, Changes - Fixed Price, and 52.243-3, Changes - Time and Materials or Labor Hours, such costs shall be in accordance with the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation (48 CFR 31) in effect on the date of the contract award.

G.9 POST-AWARD ORIENTATION CONFERENCE(S)

Post-award orientation conference(s) may be scheduled immediately following contract award. Any such

conference(s) will be coordinated by the CO who is located in Arlington, VA. The purpose of the conference will be to familiarize the Contractor with contract administration procedures, contract modifications, task orders, reports, invoicing, payment, etc, the Government ordering system and documents, contract clarifications, contract requirements/expectations, quantities, deliveries, service and supply response, communications, etc.

The conference(s) shall be structured to achieve a clear and mutual understanding of all contractual administrative requirements and to identify any potential problem areas. All costs associated with the attendance at this conference shall be incidental to the contract and not be separately billed.

G.10 CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer's Representative(s) (COR) will be appointed on a Task Order basis, and will be identified at the time Task Orders are awarded.

G.11 TRAVEL AND PER DIEM

Travel costs shall be allowed to the extent that they are approved by the COR in advance in writing, reasonable, allocable, and determined to be allowable under FAR 31.205-46. Travel by air will be reimbursed at the actual cost incurred and will not exceed the lowest customary standard coach, or equivalent fare offered during normal business hours. Airfares above the standard airfare may be allowable if the conditions of FAR 31.205-46(d) are documented and justified. Pursuant to FAR 31.205-46(a)(2)(i), travel costs for lodging, meals, and incidental expenses are limited to the maximum per diem rates in effect at the time of travel set forth in the Federal Travel Regulation (FTR); the Joint Travel Regulations, Volume 2, DoD Civilian Personnel, Appendix A; or the Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas". The per diem allowance shall not be allowed when the period of official travel is 10 hours or less during the same calendar day. Travel by privately owned vehicles will be reimbursed at the current GSA approved mileage rate. Current travel policy and per diem rates may be obtained at the following Internet site: <https://secureapp2.hqda.pentagon.mil/perdiem>.

G.12 AWARDING ORDERS UNDER MULTIPLE AWARD CONTRACTS

(a) Fair Opportunity: The ordering activity shall give all multiple award contractors a fair opportunity to be considered for task order exceeding \$3,000, pursuant to the procedures established in this clause, unless one of the following exceptions applies:

- i. The agency's need for the services or supplies is so urgent that providing a fair opportunity to all contractors would result in unacceptable delays;
- ii. Only one awardee is capable of providing the services or supplies at the level of quality required because the services or supplies ordered are unique or highly specialized;
- iii. The order must be issued on a sole source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order; or
- iv. It is necessary to place an order to satisfy a minimum guarantee.

(b) Unless the procedures in paragraph (a) are used for awarding individual orders, multiple award contractors will be provided a fair opportunity to be considered for each task order using the following procedures:

- i. Work specifications: Upon identification of a requirement, the ordering activity shall specify the technical requirements via a delivery or task order performance work specification that will include the work to be performed, location(s) of work, list of equipment to be maintained at each location, list of deliverables, performance standards, documentation standards, acceptance criteria, performance schedule, and any special requirements, (i.e., security clearances, deployment, travel, special knowledge) in sufficient detail to permit accurate estimation of cost, hours, and other resources and completion date (as applicable) by the contractor(s). The ordering activity shall also identify the type task order recommended, [i.e., Fixed Price (FP), Labor Hour (LH), Cost], Independent Government Cost Estimate, proposal evaluation criteria, and a Quality Assurance Surveillance Plan that specifies (1) all work requiring surveillance; and (2) the method of surveillance, pursuant to FAR 46.40 1.
- ii. Request for Proposal procedures. The ordering activity shall provide the Request for Proposal (RFP) (for the [REDACTED] IDIQ contract(s) the RFP will be known as Task Order Proposal Request (TOPR)), which includes the work specification, evaluation criteria (e.g., experience and past performance), and deadline for receipt of proposals to every awardee under this contract. The RFP may be provided via regular mail, electronic mail, facsimile, or by other means as determined by the ordering officer. The RFP shall request that contractors submit a firm-fixed price, time and materials, or cost proposal (as applicable) to perform the services identified in the work specification and may request that contractors provide additional capability information, i.e., experience and past performance. The Contractor's task order proposal shall be delivered to the issuing office by the due date and time specified on the RFP. In the event a Contractor is unable to propose on a REP, the Contractor shall notify the government via a "no bid" email, in writing, prior to the due date/time on the RFP. The Contractor shall prepare proposals in accordance with the instructions in the RFP.
- iii. Evaluation: Award of competitive task orders will be made to the contractor whose proposal is the most advantageous to the Government based on an integrated assessment of evaluation criteria. Each solicitation will explain the selection criteria that the proposals will be evaluated against and the order of importance of the criteria. Price or cost and past performance on earlier orders under the contract, including quality, timeliness and cost control will be selection criteria for all orders. Other criteria on which a selection may be based include, but are not limited to: specific technical expertise, management approach, capacity, optimum technical solution, delivery or performance schedule, and other factors the CO believes relevant to award of the order. The ordering activity shall evaluate all proposals received using the evaluation criteria stated in the RFP. The ordering activity is responsible for considering the level of effort and the labor mix proposed to perform a specific task being ordered, and for determining that the total price is

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reasonable. The ordering activity will then place the order with the contractor that represents the best value. After award, the ordering activity should provide timely notification to unsuccessful offerors. If an unsuccessful offeror requests information on an award that was based on factors other than price alone, a brief explanation of the basis for the award decision shall be provided. No work shall be performed and no payment shall be made except as authorized by a task order.

iv. Contents of Task Orders. Each task order may contain some or all of the following:

1. Date of order.
 2. Contract number and task order number.
 3. Contract line item number and description, quantity and price.
 4. Delivery/Performance schedule.
 5. Place of performance.
 6. Accounting and appropriation data.
 7. Performance Work Specification.
 8. Service deliverable Summaries, as applicable.
 9. DD Form 254, Contract Security Classification Specifications, as applicable.
 10. Any Government-furnished property, material, equipment, or base support to be made available for performance under the task order.
 11. Generally, task orders will be issued in writing on a DD Form 1155. The Contractor shall not exceed the approved task order price, or deliverable schedule without prior written notice, adequate justification and written modification to the task order.
- v. Task Order Initiation. Following the execution of the task order, the Contractor shall provide staff to perform services within the timeframe specified in the task order. As necessary, the Government will coordinate a kick-off meeting to ensure that there is a clear understanding of the requirements of the task order, tour of facilities and any other necessary information for task order fulfillment.
- vi. Task Order Modification. Upon identification of the need for a change to a Task Order, the Contracting Officer will issue a Request for Change Proposal action to the Contractor. The Government's request for a Change Proposal action does not constitute an authorization to start work. A Request for Change Proposal action may include, but is not limited to, cost and no cost changes, period of performance extensions, within scope changes, shipping or inspections changes, etc. The Government will either approve the change proposal or enter discussions as soon as practical after change-proposal-receipt. When requested, the Contractor shall provide an updated change proposal to address the results of such discussions. The contractor may commence work in accordance with the approved task order modification only after issuance/receipt of the Contracting Officer's signed Task Order modification documentation.
- vii. Task Order Closeout: It is the Government's intention to perform closeout procedures on an individual task order basis. The Contractor agrees to perform those internal functions necessary to support this process in a timely manner. Task order closeout will occur within 60 days after order completion, or the receipt of final audited indirect rates, whichever is later.
- viii. Protest of Task Order Award: No Protest under FAR subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under a task order contract, except for a protest on the grounds that the order increases the scope, period or maximum value of the contract; or a protest of an order valued in excess of \$10 million. Protests of orders in excess of \$10 million may only be filed with the Government Accountability Office (GAO), in accordance with the procedures at FAR 33.104. Any complaints should be filed with the task order ombudsman who will review them and ensure they are afforded a fair opportunity to be considered.
- ix. This clause does not guarantee the contractor issuance of any task order above the minimum guarantee(s) stated in this contract. The TO RFP does not commit the Government to pay any costs incurred in the submission of any proposal, nor does it commit the Government to issue a TO for such services. The government intends for each request to be negotiated into a resulting TO; however, there is no guarantee that a task order will be issued in every case.

G.13 ANNUAL PERFORMANCE ASSESSMENT

The Government will evaluate the Contractor's Performance on task orders and the overall IDIQ contract on an annual basis. If performance is deemed unacceptable, then the option years shall not be exercised.

G.14 1052.242-91 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 2008)

- a. The following person is designated as the primary Contracting Officer's Representative (COR): Jeffrey Chock.
- b. For guidance from the COR to the contractor to be valid, it must: (1) be consistent with the Statement of Work in this contract; (2) not constitute new assignment of work or change the expressed terms, conditions, or specifications incorporated in this contract; (3) not constitute a basis for an extension to the period of performance or contract delivery schedule; (4) not constitute a basis for an increase in any CLIN quantities or in the total contract value.

(End of Clause)

G.15 1052.242-93 LIMITATION OF AUTHORITY (DEC 2008)

- a. No person in the government, other than a contracting officer, has the authority to provide direction to the contractor that alters the contractor's obligations or changes this contract in any way. If any person representing the government, other than the contracting officer, attempts to alter contract obligations, change the contract specifications/statement of work or tells the contractor to perform some effort, that the contractor believes to be outside the scope of this contract, the contractor shall immediately notify the contracting officer. Contractor personnel shall not comply with any order or direction that they believe to be outside the scope of this contract, unless the order or direction is issued by a contracting officer.

b. Only the contracting officer, or his duly authorized successor, is authorized to take action on behalf of the U.S. Government, which results in changes in the terms of the contract, including deviations from specifications, details, delivery schedules and costs. Any changes in the unit price, total contract prices, quantity, quality, or delivery schedule must be approved by the contracting officer. The contractor should never proceed with any proposed work changes without written authority or direct instructions from the contracting officer; otherwise you risk not being reimbursed. The authority to change the contract provisions rests solely with the contracting officer.

(End of Clause)

SECTION H SPECIAL CONTRACT REQUIREMENTS

H. 1

MATERIAL PURCHASES

- a. Scope: The Contractor shall purchase materials in support of this contract as approved by the Government. The only types of material that can be purchased will be defined in the Task Orders. No item shall be purchased which is outside the scope of this contract. The CO is the only person with the authority to make a final determination regarding the scope of this contract. If there is any question regarding the appropriateness of an item to be purchased, the issue shall be directed to the CO for prompt resolution. The CO has the authority to determine that an item is outside the scope of this contract before or after its purchase. The Contracting Officer may deny reimbursement for items determined to be outside the scope of this contract.
- b. Direct parts and materials shall be cost reimbursable in accordance with FAR 52.216#7, Allowable Cost and Payment, with freight costs considered included under FAR 52.216-7(b)(ii)(E).
- c. The following procedures shall be employed by the Contractor and the COR for all material purchases not previously specified in the task order:
 1. The contractor shall make a recommendation to the resident COR on material purchases.
 2. For software and related support services:
 - i. The Contractor shall perform a review of the Enterprise Software Initiative (ESI) website (www.esi.mil) to determine if the required hardware, commercial software or related services are available from DoD inventory (e.g., Golden Disks and DoD-wide software maintenance agreements).
 - ii. If the required commercial software or related services are not in the DoD inventory, and not on an Enterprise Software Agreement (ESA) listed on the ESI website, the contractor shall annotate request and recommend alternative acquisition methods.
 - iii. If the commercial software or related services are on an ESA, and the terms and conditions and prices are not the best value to the Government based upon a comparison with alternative acquisition methods, the contractor shall notify the COR.
 3. For hardware purchases:
 - i. The Contractor shall perform a review of existing Government Wide Acquisition Contracts (GWACs).
 - ii. The Contractor shall recommend in writing the best value solution to the Government's requirement.
 4. All recommendations shall be in writing and predicated upon competitive bids for each purchase unless sole source or brand name justification is adequately documented or the Government procedures direct the purchase to a specific source.
 5. Even if the Contractor recommends providing contractor-owned material or equipment to satisfy an action on this contract, the procedures above shall still be followed.
 6. In the event of an emergency, the COR may waive some or all of the above procedures and direct the contractor to recommend the most advantageous solution to the Government. Within one (1) business day, the COR shall notify the CO of the actions taken and will request a modification to the task order, if required.
- d. The COR shall authorize all purchases under the Task Orders in accordance with purchases previously authorized by the CO as part of the Task Order award.
- e. Documentation: The Contractor shall make available within their IMS all quotes or invoices for material purchases to the COR and maintain a record of them during the life of the contract. Prior to certifying an invoice for payment, the COR shall validate that the purchases were made in accordance with the task orders. All purchases shall be tracked so that accurate inventories are available at the conclusion of task orders.
- f. Use of Refurbished Material: Refurbished material may include parts, equipment, or components and may be referred to as refurbished, reconditioned, remanufactured or used. The Contractor shall justify and document the use of refurbished material. The Contractor shall obtain written concurrence from the COR prior to using refurbished material.

H.2 TRAINING

- a. The Contractor shall provide fully trained and experienced personnel (including replacement personnel) for performance on this contract. The contractor shall be responsible for providing refresher training, re-certification, and additional training for personnel assigned to this contract during performance. Contractor personnel shall also be trained in the requirements of this contract, and procedures required for successful performance. Training of personnel shall be performed by the Contractor at his own expense except for the requirements identified by the Government for training to meet special requirements that are peculiar to a Task Order. Such training shall include, but not be limited to training for contractor employees consisting of seminars, symposia, or user group conferences. Approval to attend this training will be certified by the COR that attendance is mandatory for the performance of contract requirements. The Contractor shall not use the conferences scheduled under this contract to provide contractor personnel training without prior COR approval.
- b. Training shall be provided only to personnel assigned to support directly the users of this contract and shall not be provided to management or support staff, unless specifically approved by the CO.
- c. When training is authorized by the Government under the conditions set forth above, the Government shall reimburse the Contractor for tuition and travel (if required) in accordance with the Contractor's standard accounting/estimating procedures. No profit or overhead shall be applied to any non-labor expenses reimbursed for training.
- d. No training shall be authorized, and the Government shall not reimburse the contractor for expenses related to training, if funds are not available.
- e. The Contractor agrees to reimburse the Government 100% of the training expenses for each employee who does not remain employed under the contract for the minimum period of 1 year following said training unless replaced with an individual who has received equivalent training.

H.3 PARTIAL/INCREMENTAL FUNDING OF ORDERS

- a. Fixed Price task orders or line items on task orders may be partially/incrementally funded. Orders that are thus funded will include the clause at DFAR Sup 252.232-7007 and/or Alternate I as appropriate.
- b. The contractor shall not work "at risk", i.e., continue execution of the task order or contract line item when funds are exhausted.
- c. When partial funding is anticipated, the contractor shall work with the Government during negotiations to establish the funds allotment schedule to be cited in DFAR Sup 252.232-7007(j).

H.4 KEY PERSONNEL/REPLACEMENT OF CONTRACTOR PERSONNEL ON THE CONTRACT AND TASK ORDERS

Contract Level

- a. The Program Manager shall have full authority to commit the Contractor on matters concerning the contract, including: negotiating and approving task orders, assigning personnel; removing personnel; and taking all actions necessary to ensure contract compliance and proper performance on assigned task orders.
- b. The Program Manager shall be available, as necessary, to respond promptly and fully to the Government's requirements.
- c. The Government shall not compensate the Contractor for the Program Manager as hourly-rate contract line items. The Program Manager shall be available for assignment to his contract on the effective date of the award of the contract, and remain in that position a minimum of twelve months. The Government retains all key management decisions, which call for the exercise of personal judgment and discretion on behalf of the Government.
- d. Employment and staffing difficulties shall not be justification for the Contractor's failure to meet established schedules, and if such difficulties impair performance, the Contractor may be subject to default.
- e. Key Personnel substitutions shall not normally be permitted unless such substitutions are necessitated by an individual's sudden illness, death, termination of employment, changed work requirements, or substandard employee performance. All proposed substitutions of Key Personnel shall be submitted, in writing, at least 120 days prior to the substitution. In these cases, the Contractor shall promptly notify the CO and COR. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution.

Task Order Level

- a. The key personnel specified in task orders are considered to be essential to the work being performed hereunder. The Contractor shall designate persons as Key Personnel for individual task orders if appropriate. In the event that Key Personnel are required for a task order, the names of the personnel shall be designated on the task order. Prior to diverting any of the specified individuals to other programs, the Contractor shall also submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program.
- b. The Contractor shall appoint one Program Manager and a back-up manager, who will be the Contractor's authorized contact point with the CO, COR, and the supervisor for Contract personnel assigned to each Task Order.
- c. Certain Task Orders may involve key personnel who are essential to the successful performance of services and who actively participated in negotiating the Task Order. In those cases, the Contractor shall name the key personnel in the individual Task Order.
- d. Employment and staffing difficulties shall not be justification for the Contractor's failure to meet established schedules, and if such difficulties impair performance, the Contractor may be subject to default.
- e. Key Personnel substitutions shall not normally be permitted unless such substitutions are necessitated by an individual's sudden illness, death, termination of employment, changed work requirements, or substandard employee performance. All proposed substitutions of Key Personnel shall be submitted, in writing, at least 120 days prior to the substitution. In these cases, the Contractor shall promptly notify the CO and COR. The Contractor shall submit a written request for substitution on a Task Order to the COR for approval. The Task Order file shall be documented with the approved change. When the Contractor becomes aware that a task order employee will be, or is unavailable to work under this contract for a continuous period exceeding ten working days, the Contractor shall immediately notify the COR, and replace such personnel on the eleventh (11th) working day if approved by the COR. The Contractor shall provide personnel who meet or exceed the contractual requirements identified in the task order. Replacement personnel shall be coordinated with the COR prior to assignment.

H.5 PERFORMANCE OF WORK IN DANGEROUS AREAS

- a. The Contractor shall be responsible for performing all or any designated functions to be accomplished under this contract during any crisis occurring at the performance site as directed by the U. S. authority having operational cognizance over the site. If the performance site is designated as a "Danger Pay Post" after award, mark-up rates may then be renegotiated.
- b. The Contractor shall:
 1. Submit to the Contracting Officer formal company policies and procedures that effectively address its obligations in this clause, and documentation that all employees associated with this contract are fully aware of those specific policies, procedures and obligations;
 2. Obtain, from each employee identified to perform emergency-essential services under this contract, a written agreement which states that such employee agrees to the obligation imposed by this clause, and,
 3. Provide copies of any and all employee agreements to the Government upon request.
- c. Notwithstanding any other provisions of this contract, the Contractor agrees that, in the event of the occurrence of any crisis, the Government shall have the unilateral right to extend performance of this contract under the same terms and conditions as long as the crisis exists.

- d. Contractor personnel assigned to a crisis or danger area are expected to perform assigned duties under this contract or any extension thereof. Costs of retrieving contractor personnel and obtaining replacement personnel shall be the responsibility of the Contractor, except in those instances when an employee has served the required minimum tour as set forth in the task order. Subject to the availability of space, contractor personnel may be authorized to utilize military aircraft services at normal user rates in effect.
- e. Where services are performed within a crisis or danger area, contractor's employees shall be covered by the Defense Base Act (42 USC 1651) and the War Hazards Act (42 USC 1701).

H.6 SUBCONTRACTING REQUIREMENTS AND GOALS (Applicable to Large Business Only)

- a. The Contractor shall comply with the requirements of FAR 52.219-9 as supplemented.
- b. Assessment of performance shall be based upon the contractor's annual submission of the SF 294 and SF 295 (if applicable). If the first SF 294/295 covers less than six months of performance, the Government will not include it in the performance assessment.
- c. DIA's Overall Small Business Goal for 2010 is 23%. Additional DIA goals regarding small business are stated below:

See Table 1 of the Section H in the Tables for RFP Sections G, H, L, & M Attachment

H.7 GOVERNMENT DOWNTIME

Defense Intelligence Agency (DIA) Acquisition Policy Memorandum (APM)#: APM-002-08 titled "The effect of Government Closings on Government Contracts" will be the governing directive for Government downtime. Exceptions may be granted on a case by case basis.

- a. If necessary, the Government (Installation Commander or designee) may decide to close all or part of a Government installation in response to an unforeseen emergency or similar occurrence. Sample emergencies include, but are not limited to, adverse weather (e.g., snow, flood, etc.), an act of God (e.g., tornado, earthquake, etc.), or a base disaster (e.g., natural gas leak, fire, etc.).
- b. Unless otherwise indicated in the task order, contractor personnel are "non-essential personnel" for purposes of any instructions regarding the emergency.
- c. Contractor personnel shall be officially dismissed upon notification of closure in accordance with paragraph (d) below. They shall promptly secure all Government furnished property appropriately and evacuate in an expedient but safe manner.
- d. With regard to work under the contract, the Government shall retain the following rights:
 - 1. The Government may grant a time extension in each task order delayed by the closure, equal to the time of the closure - subject to availability of funds and period of performance limitations.
 - 2. The Government may forego the work. The Contractor shall not be paid for work not performed.
 - 3. The Government may reschedule the work at a time satisfactory to both parties.
 - 4. The Government may, at its discretion, permit the Contractor to perform at an off-site location during the period of the Government installation closure if meaningful work can be accomplished. The Contractor shall certify to the Government by letter within five (5) business days of returning to work the nature and scope of the work completed off-site. The Contractor shall be permitted to bill the Government at the labor rates identified in the task order.
 - 5. In rare instances, the Government may request that the Contractor continue on-site performance during the Government installation closure period. Such a request shall be subject to agreement by the Contractor.
- e. Government Installation Closure Notification Procedures:
 - 1. After an official decision to close the installation has been made by the responsible Government representative, local radio and television stations shall be notified of the closure.
 - 2. The Contractor is directed to listen to or watch one of the local radio or television stations for notification of installation closures and delays. Unless otherwise notified by the COR, the Contractor shall follow instructions for non-essential personnel.
 - 3. The Contractor may not receive any other form of notification of a Government installation closure from the Government. The Contractor is responsible for notification of its employees.
 - 4. If the decision to close all or part of the Government installation is made during the duty day, and the Installation Commander's decision is transmitted through official notification channels, the Contractor shall follow the instructions as given. Contractor personnel shall act in accordance with the COR's instructions.
- f. The Installation Commander may elect to close all or part of the installation for non-emergency reasons such as energy days, etc. In the event of a non-emergency installation closure, the COR and the Contractor shall jointly choose a course of action within the following options:
 - 1. If there is a need for the service to continue during the installation closure and a Government employee will be present, the Contractor may continue on-site work. The Contractor shall bill the Government at the labor rates identified in the task order.
 - 2. If there is a need for work during the installation closure but access will not be available, the Contractor may work off-site provided meaningful work may be accomplished. The Contractor shall certify to the Government by letter within five (5) business days of returning on-site the nature and scope of the work completed off-site. The Contractor shall bill the Government at the labor rates specified in the task order.
 - 3. If there is no need for the service during the scheduled installation closure, the Contractor shall not work on-site or off-site. The Government may grant a time extension for each order equal to the amount of time of the closure.

H.8 HOLIDAY REIMBURSEMENT

The contractor may be required to work extended hours to perform mission essential tasks when notified by the COR. This may include work on holidays.

H.9 PAYMENT FOR PER DIEM AND TRAVEL

- a. When travel may be required on a task order, the Government shall include funds in the travel line item. During the course of performance, the COR shall identify any travel requirements and notify the contractor in writing.
- b. Before undertaking any travel in performance of the Contract, the Contractor shall submit an estimate for the required travel. The estimate shall include, at a minimum: the number of persons in the party, traveler name(s), destination, duration of stay, purpose, and estimated cost. Prior to any travel in performance of this Contract, the Contractor shall have the travel and per diem coordinated and approved by the COR for that task order. Upon completion of the travel, the contractor shall invoice for allowable costs and include receipts in accordance with the FTR and/or JTR as applicable.
- c. All travel required and approved by the Government shall be reimbursed, at the applicable allowance amount, as part of the Task Order IAW FAR Part 31.205-46. FAR Part 31.205-46 clarifies which regulation is applicable to the area of travel. That is, for travel in the Contiguous United States (CONUS) reference the Federal Travel Regulations (FTR), for travel OCONUS reference the Joint Travel Regulations (JTR) (Volume 2, Civilian Personnel). Note that the JTR, Chapter 4, Section L "C4554 Per Diem Rules Concerning Meals" contains the following note in subsection B:
NOTE: If all three meals are deductible and provided/consumed at no cost to the traveler only the incidental expenses for that day (\$3 in CONUS, or the locality incidental expenses (see <http://perdiem/hqda.pentagon.mil/perdiem/pdrates.html>) or \$3.50 OCONUS) are payable.
- d. Contractor personnel may be required to travel between multiple places of performance within a task order.

H.10 ACCESS TO GOVERNMENT INFORMATION SYSTEMS

- a. During performance under Task Orders, the contractor may require access to Government information systems. These systems may include proprietary, sensitive, or classified information.
- b. In addition to meeting the specific requirements for access to the specific systems or databases, the contractor shall ensure that all employees requiring access to Government systems meet the security requirements as outlined in the DD Form 254 attached to the contract as well as any other contract provision or attachment.

H.11 DISPUTES RESOLUTION PROCEDURES

The parties agree to use their best efforts to resolve any disputes that may arise without litigation. If unassisted negotiations are unsuccessful, the parties will use Alternative Dispute Resolution (ADR) techniques in an attempt to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the parties rejecting ADR to be inappropriate for resolving the dispute. If the ADR is not successful, the parties retain their existing rights.

H.12 PERFORMANCE METRICS FOR PERFORMANCE BASED TASK ORDERS

- a. individual task orders may include performance based incentives based upon objective, i.e., measurable, objectives.
- b. These incentives, if utilized, shall be incorporated into task order, which will supplement the basic SOO attached to the contract. They shall be subject to negotiation.

H.13 FINAL DATA DELIVERY

- a. At the end of the contract and at the end of all task orders, the contractor shall provide a digital copy of all the data collected and generated during the performance period within 60 days.
- b. This digital copy shall be in a format useable by computers. The data shall be in a Microsoft® compatible format that can be read and used by the Government software current at the end of the task order/contract.
- c. This data shall be provided with unlimited rights to the Government, that is, without any copyrights, proprietary rights, or other contractor restrictive markings unless the contractor can justify these markings in accordance with DFAR Sup 252.227-7013, DFAR Sup 252.227-7022, or similar clauses included in the contract.
- d. The clause at DFAR Sup 252.227-7030 regarding withholding of final payment shall apply.

H.14 BID AND PROPOSAL COSTS

No bid and proposal costs shall be allowable as a result of this solicitation and/or contracts. The Government shall not pay Contractors' bid and proposal costs for this effort, or any task orders issued under the basic contracts.

H.15 CONFLICT OF INTEREST

Conflicts of interest shall be addressed in accordance with FAR 9.5. The Contractor and any subcontractor(s) are placed on notice that they may be precluded from participating in competition for the furnishing of system(s), major component(s), or other hardware/software resulting from specifications, statement of work, or other services performed under this contract for a period of 24 months after completion of work under any task order.

If required per FAR 9.5, offerors shall submit their Organizational Conflict of Interest mitigation plan prior to their proposal submission, or at the time of their proposal submission.

H.16 PROTECTION OF INFORMATION AND NONDISCLOSURE AGREEMENTS

- (a) Definitions. As used in this clause only:

(1) Protected Information and Computer Software. Unless specifically excluded by paragraph (2), all information and computer software, in any form or media, that in the course of performing work under this contract are disclosed to the Contractor, its subcontractors, or their employees, or to which those persons otherwise are given access to, by

- (i) DIA,
- (ii) other Government Agencies,
- (iii) foreign governments or
- (iv) other contractors while directly supporting DIA, which is accompanied by written legends identifying use or disclosure restrictions or disclosed under circumstances that the Contractor knows are subject to use or disclosure restrictions established in writing by the Government.

(2) Protected Information and Computer Software does not include information that

- (i) Has been released to the general public through no action of the undersigned in breach of this agreement or through no action of any other party in breach of any other obligation of confidentiality owing to the Government or the owner of the protected information or computer software.
- (ii) Has been lawfully obtained by the recipient outside the course of the performance of this contract.
- (iii) Has been properly licensed or provided directly by the owner (or other authorized source) of the information or computer software to the recipient to the extent so licensed or provided.
- (iv) Is owned by the recipient or was developed independently of the disclosure hereunder.
- (v) Has been used or disclosed by the recipient in response to an order of a court or administrative body of competent jurisdiction to the extent permitted by that authority.
- (vi) Has been disclosed to the recipient by the Government who has explicitly authorized the recipient to use or disclose the information for another purpose, to the extent so authorized.

(b) Use and disclosure restrictions. The contractor must use and disclose Protected Information and Computer Software only as necessary for the performance of the requirements of this contract. Protected Information and Computer Software may not be used or disclosed for any other purpose, including bid or proposal preparation or business marketing, without the written approval of the Contracting Officer. Furthermore, unless otherwise directed by the Contracting Officer, the Contractor shall comply with all restrictions set forth in any legends, licenses or instructions provided to the Contractor or accompanying Protected Information and Computer Software or other written directives of the Government known to the Contractor. The use and disclosure obligations imposed by this paragraph shall expire as follows:

(1) There shall be no expiration date for the following Protected Information and Computer Software:

- (i) Technical data or computer software containing Limited Rights, Restricted Rights, Government Purpose Rights, Special License Rights, or Unlimited Rights legends;
- (ii) Information or software marked Limited Distribution (LIMDIS);
- (iii) Information or software marked Source Selection Information;
- (iv) Contract proposal information marked pursuant to FAR 52.215-1(e) limiting its use for proposal evaluation purposes only;
- (v) Information and computer software marked Contractor Proprietary or a similar legend;
- (vi) Data known by the contractor to be protected by the Privacy Act; and
- (vii) Information and software marked For Official Use Only (FOUO).

(2) For other information or software accompanied at time of disclosure by a written legend identifying use or disclosure restriction time periods, the expiration date must be as stated in or derived from the legend.

(3) For all other Protected Information and Computer Software, the expiration date shall be 3 years from the date the information or software is first disclosed to the contractor.

(c) Unauthorized use or disclosure. The Contractor shall immediately notify the Contracting Officer of any unauthorized use or disclosure known by the Contractor of Protected Information and Computer Software in violation of the obligations contained in this clause.

(d) Disposition. At the conclusion of performance of work under this contract, the Contractor shall immediately return to the Government all Protected Information and Computer Software in its possession. Furthermore, if an employee of the Contractor who has access to Protected Information and Computer Software is terminated or reassigned and thus is no longer performing work under this contract, the Contractor shall immediately return all Protected Information and Computer Software in the employee's possession. Moreover, if a Contractor's employee is dedicated to support a specific DIA Office or Directorate or DIA program under this contract, but is subsequently reassigned to support another DIA Office or Directorate or DIA program under this contract, the Contractor shall immediately return all "protected information or computer software" in the employee's possession previously furnished by the prior DIA Office or Directorate or DIA program. In lieu of returning Protected Information and Computer Software, the Contracting Officer or Contracting Officer's representative may authorize the destruction of the information or the transfer of the information to another employee of the Contractor working under the contract. Finally, this clause shall not be interpreted as preventing the Contractor from retaining records required by statutes or other clauses of this contract, such as FAR 52.215-2 Audit and Records-Negotiations.

(e) Third party beneficiaries. This clause is executed for the benefit of the Government and the owners of Protected Information and Computer software. The Government and the owners of Protected Information and Computer Software (and their delegates, successors and assignees) are third party beneficiaries of the above obligations who may have additional legal rights not specified in this clause.

(f) Duration. The above obligations imposed by this clause shall survive the termination or completion

of this contract.

(g) Classified information. This clause is in addition to and in no manner abrogates requirements, obligations or remedies regarding the protection of classified information and does not supersede the requirements of any laws, regulations, other directives or nondisclosure agreements regarding classified information.

(h) Other restrictions. This agreement does not abrogate any other obligations currently placed upon the Contractor or which may be imposed upon the Contractor in the future by the Government or other persons; or remedies afforded those persons regarding those obligations.

(i) Nondisclosure agreements. The Contractor shall require and ensure that each of its employees who may receive or be given access to Protected Information and Computer Software signs a nondisclosure agreement attached at Section J.3 of this contract prior to the employee performing work under this contract covered by the nondisclosure agreement. The Contractor shall maintain copies of signed nondisclosure agreements for a period of at least three years after final payment under this contract. At the direction of the Contracting Officer, the Contractor shall make those agreements available for inspection by the Contracting Officer and furnish the Contracting Officer copies of those agreements at no additional cost to the Government if requested by the Contracting Officer.

(j) The contractor must include the substance of this clause in all subcontracts under this contract in which subcontractors may be disclosed or granted access to Protected Information and Computer Software.

**SECTION I
CONTRACT CLAUSES**

- I. 1 252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)
(Reference 252.227-7013)
- I. 2 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)
(Reference 252.201-7000)
- I. 3 252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (JAN 2009)
(Reference 252.203-7000)
- I. 4 252.227-7020 RIGHTS IN SPECIAL WORKS (JUN 1995)
(Reference 252.227-7020)
- I. 5 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008)
(Reference 252.203-7001)
- I. 6 252.227-7021 RIGHTS IN DATA--EXISTING WORKS (MAR 1979)
(Reference 252.227-7021)
- I. 7 252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)
(Reference 252.227-7027)
- I. 8 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)
(Reference 252.204-7000)
- I. 9 252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)
(Reference 252.227-7030)
- I. 10 252.204-7002 PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED (DEC 1991)
(Reference 252.204-7002)
- I. 11 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
(Reference 252.204-7003)
- I. 12 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)
(Reference 252.227-7037)
- I. 13 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
(Reference 252.205-7000)
- I. 14 252.228-7003 CAPTURE AND DETENTION (DEC 1991)
(Reference 252.228-7003)
- I. 15 252.215-7000 PRICING ADJUSTMENTS (DEC 1991)
(Reference 252.215-7000)

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- I. 16 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
(Reference 252.231-7000)
- I. 17 252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (DEC 2006)
(Reference 252.215-7002)
- I. 18 252.239-7000 PROTECTION AGAINST COMPROMISING EMANATIONS (JUN 2004)
(Reference 252.239-7000)
- I. 19 252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (DEC 1991)
(Reference 252.239-7016)
- I. 20 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 2007)
(Reference 252.219-7003)
- I. 21 252.246-7001 WARRANTY OF DATA (DEC 1991)
(Reference 252.246-7001)
- I. 22 252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)
(Reference 252.223-7004)
- I. 23 52.202-1 DEFINITIONS (JUL 2004)
(Reference 52.202-1)
- I. 24 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (JAN 2009)
(Reference 252.225-7001)
- I. 25 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
(Reference 52.203-10)
- I. 26 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)
(Reference 252.225-7002)
- I. 27 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)
(Reference 52.203-12)
- I. 28 252.225-7026 ACQUISITION RESTRICTED TO PRODUCTS OR SERVICES FROM IRAQ OR AFGHANISTAN (SEP 2008)
(Reference 252.225-7026)
- I. 29 52.203-3 GRATUITIES (APR 1984)
(Reference 52.203-3)
- I. 30 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)
(Reference 52.203-5)
- I. 31 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

(Reference 52.203-6)

I. 32 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)

(Reference 52.203-7)

I. 33 52.204-2 SECURITY REQUIREMENTS (AUG 1996)

(Reference 52.204-2)

I. 34 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)

(Reference 52.209-6)

I. 35 52.215-2 AUDIT AND RECORDS--NEGOTIATION (MAR 2009)

(Reference 52.215-2)

I. 36 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

(Reference 52.217-8)

I. 37 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(Reference 52.219-14)

I. 38 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)

(Reference 52.219-16)

I. 39 52.222-26 EQUAL OPPORTUNITY (MAR 2007)

(Reference 52.222-26)

I. 40 52.222-3 CONVICT LABOR (JUN 2003)

(Reference 52.222-3)

I. 41 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. [SEP 2006]

(Reference 52.222-35)

I. 42 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (JUL 2005)

(Reference 52.222-4)

I. 43 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)

(Reference 52.222-41)

I. 44 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009)

(Reference 52.222-43)

I. 45 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Reference 52.223-6)

I. 46 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

(Reference 52.224-1)

I. 47 52.224-2 PRIVACY ACT (APR 1984)

(Reference 52.224-2)

I. 48 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

(Reference 52.225-14)

I. 49 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)

(Reference 52.227-1)

I. 50 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(Reference 52.228-5)

I. 51 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

(Reference 52.229-3)

I. 52 52.230-2 COST ACCOUNTING STANDARDS (OCT 2008)

(Reference 52.230-2)

I. 53 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (OCT 2008)

(Reference 52.230-3)

I. 54 52.230-5 COST ACCOUNTING STANDARDS--EDUCATIONAL INSTITUTION (OCT 2008)

(Reference 52.230-5)

I. 55 52.232-1 PAYMENTS (APR 1984)

(Reference 52.232-1)

I. 56 52.232-11 EXTRAS (APR 1984)

(Reference 52.232-11)

I. 57 52.232-17 INTEREST (OCT 2008)

(Reference 52.232-17)

I. 58 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

(Reference 52.232-18)

I. 59 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(Reference 52.232-23)

I. 60 52.232-28 INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS (MAR 2000)

(Reference 52.232-28)

I. 61 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

(Reference 52.232-9)

I. 62 52.233-1 DISPUTES (JUL 2002)

(Reference 52.233-1)

I. 63 52.233-3 PROTEST AFTER AWARD (AUG 1996)

(Reference 52.233-3)

I. 64 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

(Reference 52.237-2)

I. 65 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(Reference 52.237-3)

I. 66 52.242-13 BANKRUPTCY (JUL 1995)

(Reference 52.242-13)

I. 67 52.245-1 GOVERNMENT PROPERTY (JUN 2007)

(Reference 52.245-1)

I. 68 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (JUN 2007)

(Reference 52.245-2)

I. 69 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

(Reference 52.246-25)

I. 70 1052.231-93 TRAVEL AND PER DIEM(DEC 2008)

Travel costs shall be allowed to the extent that they are reasonable, allocable, and determined to be allowable under FAR 31.205-46. Travel by air will be reimbursed at the actual cost incurred and will not exceed the lowest customary standard coach, or equivalent fare offered during normal business hours. Airfares above the standard airfare may be allowable if the conditions of FAR 31.205-46(d) are documented and justified. As prescribed in FAR 31.205-46(a), travel costs for lodging, meals, and incidental expenses are limited to the maximum per diem rates in effect at the time of travel set forth in the Federal Travel regulation (FTR); the Joint Travel Regulations, Volume 2, DoD Civilian Personnel, Appendix A; or the Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas." The per diem allowance shall not be allowed when the period of official travel is 10 hours or less during the same calendar day. Travel by privately owned vehicle will be reimbursed at the current GSA approved mileage rate. Current travel policy and per diem rates may be obtained at the following Internet site:
<http://perdiem.hqda.pentagon.mil/perdiem/>.

(End of Clause)

I. 71 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) "Minimum order." When the Government requires supplies or services covered by this contract in an amount of less than \$50,000.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) "Maximum order." The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$20,000,000.00

(2) Any order for a combination of items in excess of or

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I. 72 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

(Reference 52.222-42)

I. 73 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (AUG 2009)

(Reference 52.244-6)

I. 74 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

(Reference 52.233-4)

I. 75 52.227-14 RIGHTS IN DATA--GENERAL (DEC 2007)

(Reference 52.227-14)

I. 76 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(Reference 52.225-13)

I. 77 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(Reference 52.223-14)

I. 78 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(Reference 52.223-13)

I. 79 52.211-5 MATERIAL REQUIREMENTS (AUG 2000)

(Reference 52.211-5)

I. 80 52.246-20 WARRANTY OF SERVICES (MAY 2001)

(Reference 52.246-20)

I. 81 52.232-25 PROMPT PAYMENT (OCT 2008)

(Reference 52.232-25)

I. 82 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(Reference 52.217-9)

I. 83 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after (See Section F.2 of the contract).

(End of Clause)

I. 84 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 10/30/2009 through 10/29/2014.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

Unclassified

SECTION J
LIST OF ATTACHMENTS

J. 1

Department of Defense Contract Security Classification Specification (DD FORM 254)

J.2 Section B Contractor Pricing Tables

J.3 Non-Disclosure Agreement

DI-09-003vDEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED Top Secret b. LEVEL OF SAFEGUARDING REQUIRED Top Secret	
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)				3. THIS SPECIFICATION IS: (X and complete as applicable)	
a. PRIME CONTRACT NUMBER HHM402-10-D-0006		X		a. ORIGINAL (Complete date in all cases) Date (YYYYMMDD) 20090708	
b. SUBCONTRACT NUMBER		b. REVISED (Supersedes all previous specs)		REVISION NO. Date (YYYYMMDD)	
X c. SOLICITATION OR OTHER NUMBER 236/0027A/09		DUE Date (YYYYMMDD) 20090930		c. FINAL (Complete Item 5 in all cases) Date (YYYYMMDD)	
4. IS THIS A FOLLOW-ON CONTRACT? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.					
5. IS THIS A FINAL DD Form 254? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the classified material is authorized for the period of this contract.					
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)					
a. NAME, ADDRESS, and ZIP CODE Scitor Corporation 1911 N. Fort Myer Drive 5th Floor Arlington, VA 22209		b. CAGE CODE 0S482		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) Defense Security Service 241 18th Street South, Suite 100A Arlington, VA 22202 (703) 602-9086	
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE N/A		b. CAGE CODE N/A		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) N/A	
8. ACTUAL PERFORMANCE					
a. LOCATION See Block 13		b. CAGE CODE N/A		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) N/A	
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT : Procurement will provide support required by DIA's Science and Technology Office to sustain its responsibilities to manage and execute its mission utilizing Operation and Maintenance (O&M), testing/assessments of prototype technologies, procurement, and Research and Development (R&D) efforts.					
10. THIS CONTRACT WILL REQUIRE ACCESS TO:		YES	No	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		X		a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	
b. RESTRICTED DATA		X		b. RECEIVE CLASSIFIED DOCUMENTS ONLY	
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X		c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	
d. FORMERLY RESTRICTED DATA		X		d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	
e. INTELLIGENCE INFORMATION				e. PERFORM SERVICES ONLY	
(1) Sensitive Compartmented Information (SCI)		X		f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	
(2) Non-SCI		X		g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	
f. SPECIAL ACCESS INFORMATION		X		h. REQUIRE A COMSEC ACCOUNT	
g. NATO INFORMATION			X	i. HAVE TEMPEST REQUIREMENTS	
h. FOREIGN GOVERNMENT INFORMATION			X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	
i. LIMITED DISSEMINATION INFORMATION			X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	
j. FOR OFFICIAL USE ONLY INFORMATION		X		l. OTHER (Specify) Precontract Award access to classified is not required. Classified ADP processing will be involved. All provisions of ICD (Intelligence Community Directive) 503 "Policy for Information Technology Systems Security Risk Management, Certification and Accreditation" and DOD Information Technology Security Certifications and Accreditation Process apply.	
k. OTHER (Specify) See Block 13		X			

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

☐ Direct ☒ Through (Specify)

The Contracting Officer Representative (DT/COR): [REDACTED] NO PUBLIC RELEASE OF SCI IS AUTHORIZED. Requests for other than SCI must be approved through the DT/COR and appropriate channels to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review. * In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE:

The Security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended.

Security Classification guidance: DoD Instruction C5240.08, 7 December 2005.

All applicable provisions of DoD 5220.22M and its supplements apply.

The Contractor will be required to have a Top Secret Facility clearance granted by the Defense Security Service (DSS) prior to contract implementation.

See Attached Security Addendums

8a. Contract performance and access to classified material is restricted to DIA, other U.S. Government-controlled facilities, and SCIF #: AF-01-283. The using contractor or U.S. Government activity will provide security classification guidance for the performance of this contract.

10a. Contractor must forward request for COMSEC material/information through Contracting Officer Representative. The contractor is governed by DoD 5220.22-M, Chapter 9, Section 4 "Communication Security (COMSEC)" and NSA/CSS Policy Manual 3-16. Access to COMSEC material is restricted to US Citizens holding a final US Government security clearance. Such information is not releasable to personnel holding only reciprocal clearance. Prior approval from the Government Contracting Agency is required in order for a prime contractor to grant COMSEC access to a subcontractor. Contractor must comply with DIA/DS guidelines. The NSA Central Office of Record has primary responsibility for the auditing of all COMSEC material governed by the DoD 5220.22-M.

10b. Access to Restricted Data requires a final U.S. government Secret or Top Secret clearance, depending upon material to be accessed, and must be coordinated through DIA [REDACTED] in conjunction with DOE. Contractor must be approved by the appropriate government agent, and follow the guidelines as outlined in DoD Directive 5210.2 and 5220.22-M. Contractor personnel must have a final 'Q' clearance issued by the Department of Energy (DOE) prior to access. Additionally, DOE may require a 'Q' facility clearance or equivalent, as determined by the DOE. Additional briefings may be required as determined by DOE and [REDACTED] (b)(3):10 USC 424

10c. The contractor requires access to CNWDI to facilitate performance of this contract. The Contracting Officer Representative or designated representative will ensure the contractor security supervisor is briefed for access to CNWDI. Access to requires a final U.S. government Secret or Top Secret clearance, depending upon material to be accessed, and must be coordinated through DIA [REDACTED] in conjunction with DOE. Contractor must be approved by the appropriate government agent, and follow the guidelines as outlined in DoD Directive 5210.2 and 5220.22-M. CNWDI information will be protected IAW NISPOM, Chapter 9, Section 2. Contractor personnel must have a final 'Q' clearance issued by the Department of Energy (DOE) prior to access. Contractors shall not disclose CNWDI to subcontractors without the prior written approval of the Contracting Officer. Additionally, DOE may require a 'Q' facility clearance or equivalent, as determined by the DOE. Additional briefings may be required as determined by DOE and [REDACTED] (b)(3):10 USC 424

10d. Access to Formerly Restricted Data requires a final U.S. government Secret or Top Secret clearance, depending upon material to be accessed, and must be coordinated through DIA [REDACTED] in conjunction with DOE. Contractor must be approved by the appropriate government agent, and follow the guidelines as outlined in DoD Directive 5210.2 and 5220.22-M. Contractor personnel must have a final 'Q' clearance issued by the Department of Energy (DOE) prior to access. Additionally, DOE may require a 'Q' facility clearance or equivalent, as determined by the DOE. Additional briefings may be required as determined by DOE and [REDACTED] (b)(3):10 USC 424

See Block 13 Continuation

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract.

☒ Yes ☐ No

(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

Access to intelligence information requires a special briefing and a final U.S. Government clearance at appropriate level for access. Foreign nationals are prohibited from access to any classified information. Prior approval of Contracting Officer is required for subcontracting coordination through the COR, [REDACTED] (b)(3):10 USC 424

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office.

☐ Yes ☐ No

(If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

This DD254 and all associated work are "carved out" from DS oversight and inspection.

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. [REDACTED] b. TITLE [REDACTED] c. TELEPHONE [REDACTED]

d. ADDRESS (include)
DIA [REDACTED]
Arlington, VA 22201-5300

e. SIGNATURE

17. REQUIRED DISTRIBUTION

- ☒ a. CONTRACTOR (b)(3):10-USC 424
☐ b. SUBCONTRACTOR
☒ c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
☐ d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
☒ e. ADMINISTRATION CONTRACTING OFFICER
☐ f. OTHERS AS NECESSARY:

Block 13 Continuation (pg. 1)

Contract #: HHM402-10-D-0006

10e. (1) See attached SCI Release of Intelligence Information for additional security requirements. Access to intelligence information requires SCI indoctrination and a final Top Secret U.S. Government clearance. Contractor will require access DCID 6/6 "Security Controls on the Dissemination of Intelligence Information," and DCID 6/1 "Security Policy for SCI and Security Policy Manual." For SCI Requirements: The contractor must provide individuals who are able to achieve and maintain the adjudicative standards set forth in the Intelligence Community Directive (ICD) Number 704 "Personnel Security Standards And Procedures Governing Eligibility For Access To Sensitive Compartmented Information And Other Controlled Access Program Information," for continued employment. As a further enhancement of security measures, for the protection of classified information, the Contractor agrees to permit necessary polygraph interviews on Contractor personnel having access to National Security Information (NSI) under this contract. It is understood that the polygraph interview will be limited to counterintelligence issues.

10e. (2) See attached Non-SCI Release of Intelligence Information for additional security requirements. Contractor will require access to ICD 710 "Classification and Control Markings System" (11 SEP 2009)." For Non-SCI Requirements: Secret: All contractor personnel assigned under this contract must possess a current Secret security clearance. Personnel are required to sign a non-disclosure statement. DIA Security Office will provide personnel security guidance for the performance of this contract. As a further enhancement of security measures, for the protection of classified information, the Contractor agrees to permit necessary polygraph interviews on Contractor personnel having access to National Security Information (NSI) under this contract. It is understood that the polygraph interview will be limited to counterintelligence issues.

10f. The DIA SAP Program Manager is responsible for contract access for all DIA SAP material. Access to Special Access Information requires a final U.S. Government clearance at the appropriate level or as identified by the Special Program Manager for each, appropriate, Special Access Program. The contractor must coordinate with SAP Program Manager, through the CO/COR, prior to access. They must adhere to the special access requirements/procedures developed by the SAP Office of Primary Responsibility. SAP Program Manager must approve all such accesses. If a SAP subcontract is awarded, it is the prime contractor's responsibility to incorporate the additional security requirements in the subcontract. Authority for access must be obtained from the DIA SAP Program Manager.

10j. FOR OFFICIAL USE ONLY INFORMATION (FOUO): The Contractor is authorized and may have access to UNCLASSIFIED information/material identified as "For Official Use Only" (FOUO). The contractor is prohibited from further disclosure/dissemination of this information without the expressed written authorization of DIA. FOUO Information provided under this contract shall be safeguarded as specified in DoD 5200.1-R "Information Security Program, January 1997", and may be supplemented by DIA. In addition, contractors or subcontractors must obtain written approval from the DIA CO/COR/COTR or DIA Office for Congressional and Public Affairs (CP) prior to posting any unclassified information that was provided to them by DIA on any Web site or the Internet. This will also apply to any acknowledgement of association between the contractor/subcontractor and DIA.

10k. Before an employee departs, the contractor will ensure the employee goes through DIA SSO to be debriefed and return all badges to Personnel Security. Failure on the part of the contractor for not ensuring their employee is properly debriefed will result in a security violation against the company.

All classified visit requests by contractors shall be forwarded to the COR for approval and need-to-know certification before being sent to the facility to be visited.

The COR must be notified and approve the receipt and/or generation of classified information under this contract.

All classified information received and/or generated under this contract is the property of the U.S. Government regardless of proprietary claims. Upon completion or termination of this contract, the U.S. Government will be contacted for destruction or disposition instructions.

11c. All classified information received and/or generated under this contract is the property of the U.S. Government regardless of proprietary claims. Upon completion or termination of this contract, the U.S. Government will be contacted for destruction or disposition instructions. All contractor classifications must be derived from existing classification source documents. The contractor cannot act as an Original Classification Authority. In the absence of a more specific localized guidance, the contractor can refer to and be guided by DoDI C-5240.8, 7 December 2005. The contractor is not authorized to release U.S. Government classified material to any activity or person, including subcontractors without the COR's written approval. Only with the expressed permission of the COR may the contractor reproduce any classified materials. All requirements for the control and accounting for original documentation and copies apply.

11d. Classified hardware will consist of servers and workstations, printers, networking components, and workstations to support development, analysis, testing and production within the contractor's secure facility.

Block 13 Continuation (pg. 2)

Contract #: HHM402-10-D-0006

11h. Contractor must forward request for COMSEC material/information through Contracting Officer Representative. The contractor is governed by DoD 5220.22-M, Chapter 9, Section 4 "Communication Security (COMSEC)". Access to COMSEC material is restricted to US Citizens holding a final US Government security clearance. Such information is not releasable to personnel holding

only reciprocal clearance. Prior written approval from the Government Contracting Agency is required in order for a prime contractor to grant COMSEC access to a subcontractor.

11i. The contractor shall not process classified information by electrical means prior to a CSO TEMPEST evaluation of the equipment/systems and facility, and written CSO certification that the facility meets CSO TEMPEST criteria. In order to expedite the TEMPEST evaluation, the contractor shall provide a list of equipment, to include model number, which is associated with the processing of classified information. In addition, the estimated percentage of classified information processed, cable/conduit runs, a floor plan layout that depicts placement of equipment in relation to other rooms, equipment distances from walls or uncontrolled areas, and physical security being afforded the equipment both during processing and after hours. The above TEMPEST evaluation and CSO approval will not be required if previous CSO approval can be furnished and is no more than 2 years old. The existing approval must be for processing information at the same or higher level and at the same facility and items of equipment.

11j. OPSEC requirements apply. The contractor will reference & comply with DoD 5205.2 "DoD Operations Security Program," for guidance on operations security (OPSEC) requirements, plus any additional supplements that may be added by DIA on a case-by-case basis.

11k. The GCA must obtain written approval from the Commander, Defense Courier Service, Attn: Operations Division, Fort George G. Meade, MD. 20755-5370. Only certain classified information qualifies for shipment by DCS. The GCA is responsible for complying with DCS policy and procedures. Prior approval of GCA is required before a Prime Contractor can authorize a subcontractor to use the services of DCS.

11l. Contractors shall provide all cleared employees with security training and briefings commensurate with their involvement with classified information. The contractor shall provide all cleared employees with some form of security education and training at least annually. Refresher training shall reinforce the information provided during the initial security briefing and shall keep cleared employees informed of appropriate changes in security regulations. Contractors shall maintain records about the programs offered and employee participation in them. Contractors may obtain defensive security, threat awareness, and other education and training information and material from their CSA or other sources.

**Contract Expiration Date: 29 OCT 2010 [Option Year 1: 29 OCT 2011][Option Year 2: 29 OCT 2012]
[Option Year 3: 29 OCT 2013][Option Year 4: 29 OCT 2014]**

Attachment 1

Release of Non-SCI Intelligence Information to DOD Contractors

ATTACHMENT TO DD FORM 254 FOR CONTRACT NO: HHM402-10-D-0006

**CONTRACT EXPIRATION DATE: 29 OCT 2010 [Option Year 1: 29 OCT 2011][Option Year 2: 29 OCT 2012]
[Option Year 3: 29 OCT 2013][Option Year 4: 29 OCT 2014]**

1. Requirements for access to non-SCI:

- a. Any collateral classified and/or proprietary sensitive information obtained by contractors on behalf of DIA's mission, will only be discussed or processed in facilities approved by DIA leadership. At no time, will such information be discussed or shared with unauthorized contractors. All DIA contractor employees will be required to sign a DIA Non-Disclosure Agreement stating the same.
- b. All intelligence material released to the contractor remains the property of the US Government and may be withdrawn at any time. Contractors must maintain accountability for all classified intelligence released into their custody.
- c. The contractor must not reproduce intelligence material without the written permission of the originating agency through the contracting officer's representative (COR). If permission is granted, each copy shall be controlled in the same manner as the original.
- d. The contractor must not destroy any intelligence material without advance approval or as specified by the contracting officer's representative (COR). (EXCEPTION: Classified waste shall be destroyed as soon as practicable in accordance with the provisions of the Industrial Security Program).
- e. The contractor must restrict access to only those individuals who possess the necessary security clearance and who are actually providing services under the contract with a valid need to know. Further dissemination to other contractors, subcontractors, other government agencies, private individuals or organizations is prohibited unless authorized in writing by the originating agency through the COR.
- f. The contractor must ensure each employee having access to intelligence material is fully aware of the special security requirements for this material and shall maintain records in a manner that will permit the contractor to furnish, on demand, the names of individuals who have had access to this material in their custody.
- g. Intelligence material must not be released to foreign nationals or immigrant aliens whether they are consultants, US contractors, or employees of the contractor and regardless of the level of their security clearance, except with advance written permission from the originator. Requests for release to foreign nationals shall be initially forwarded to the contracting officer's representative and shall include:
 - i. A copy of the proposed disclosure.
 - ii. Full justification reflecting the benefits to US interests.
 - iii. Name, nationality, particulars of clearance, and current access authorization of each proposed foreign national recipient.
- h. Upon completion or termination of the classified contract, or sooner when the purpose of the release has been served, the contractor will return all classified intelligence (furnished or generated) to the source from which received unless retention or other disposition instructions (see DCID 6/1) are authorized in writing by the COR, and a Final DD254 is generated.
- i. The contractor must designate an individual who is working on the contract as custodian. The designated custodian shall be responsible for receipting and accounting for all classified intelligence material received under this contract. This does not mean that the custodian must personally sign for all classified material. The inner wrapper of all classified material dispatched should be marked for the attention of a designated custodian and must not be opened by anyone not working directly on the contract.

- j. Within 30 days after the final product is received and accepted by the procuring agency, classified intelligence materials released to or generated by the contractor, must be returned to the originating agency through the contracting officer's representative unless written instructions authorizing destruction or retention are issued. Requests to retain material shall be directed to the COR for this contract in writing and must clearly indicate the justification for retention and identity of the specific document to be retained.
 - k. Classification, regarding, or declassification markings of documentation produced by the contractor shall be consistent with that applied to the information or documentation from which the new document was prepared. If a compilation of information or a complete analysis of a subject appears to require a security classification other than that of the source documentation, the contractor shall assign the tentative security classification and request instructions from the contracting officer's representative. Pending final determination, the material shall be safeguarded as required for its assigned or proposed classification, whichever is higher, until the classification is changed or otherwise verified.
2. Intelligence material carries special markings. The following is a list of the authorized control markings of intelligence material:
- a. "Dissemination and Extraction of Information Controlled by Originator (ORCON)." This marking is used, with a security classification, to enable a continuing knowledge and supervision by the originator of the use made of the information involved. This marking may be used on intelligence, which clearly identifies, or would reasonably permit ready identification of an intelligence source or method, which is particularly susceptible to countermeasures that would nullify or measurably reduce its effectiveness. This marking may not be used when an item or information will reasonably be protected by use of other markings specified herein, or by the application of the "need-to-know" principle and the safeguarding procedures of the security classification system.
 - b. "Authorized for Release to (Name of Country(ies)/International Organization)." The above is abbreviated "REL _____." This marking must be used when it is necessary to identify classified intelligence material the US government originator has predetermined to be releasable or has been released through established foreign disclosure channels to the indicated country(ies) or organization.
3. The following procedures govern the use of control markings.
- a. Any recipient desiring to use intelligence in a manner contrary to restrictions established by the control marking set forth above shall obtain the advance permission of the originating agency through the COR. Such permission applies only to the specific purposes agreed to by the originator and does not automatically apply to all recipients. Originators shall ensure that prompt consideration is given to recipients' requests in these regards, with particular attention to reviewing and editing, if necessary, sanitized or paraphrased versions to derive a text suitable for release subject to lesser or no control markings.
 - b. The control marking authorized above shall be shown on the title page, front cover, and other applicable pages of documents, incorporated in the text of electrical communications, shown on graphics, and associated (in full or abbreviated form) with data stored or processed in automatic data processing systems. The control marking also shall be indicated by parenthetical use of the marking abbreviations at the beginning or end of the appropriate portions. If the control marking applies to several or all portions, the document must be marked with a statement to this effect rather than marking each portion individually.
 - c. The control markings shall be individually assigned at the time of preparation of intelligence products and used in conjunction with security classifications and other marking specified by E.O. 12958 and its implementing security directives. The marking shall be carried forward to any new format in which the same information is incorporated including oral and visual presentations.
4. Request for release of intelligence material to a contractor must be prepared by the contracting officer's representative (COR) and submitted to the Senior Intelligence Officer or his designated representative. This should be accomplished as soon as possible after the contract has been awarded. The request will be prepared and accompanied with a letter explaining the requirements and copies of the DD Form 254 and Statement of Work.

Attachment 2

RELEASE OF SENSITIVE COMPARTMENTED INFORMATION (SCI) INTELLIGENCE INFORMATION TO US CONTRACTORS

ATTACHMENT TO DD FORM 254 FOR CONTRACT NO: HHM402-10-D-0006

NUMBER OF SCI BILLETS AUTHORIZED: As Required

**CONTRACT EXPIRATION DATE: 29 OCT 2010 [Option Year 1: 29 OCT 2011][Option Year 2: 29 OCT 2012]
[Option Year 3: 29 OCT 2013][Option Year 4: 29 OCT 2014]**

The Director, DIA has exclusive security responsibility for all Sensitive Compartmented Information (SCI); classified material released to or developed under the contract and held within the Contractor SCI Facility (SCIF). DoD 5105.21-M-1, (SCI Administrative Security Manual), DCID 6/1, DCID 6/3, DCID 6/4, DCID 6/6, DCID 6/7, DCID 6/9, National Industrial Security Program Operating Manual (NISPOM), DoD 5220.22-R (Department of Defense Industrial Security Program) and will comply with all regulations/manuals/directives stated therein which provide the necessary security & classification guidance for personnel, information, physical, AIS, and technical security measures and is a part of the SCI security specifications for the contract. Inquiries pertaining to SCI classification guidance determination or interpretations shall be directed to the Contracting Officer /Contracting Officer Representative (CO/COR) identified in Block 12 of the attached DD254.

1. Requirements for access to SCI:

- a. All SCI will be handled in accordance with special security requirements, which will be furnished by the designated responsible special security office (SSO).
- b. SCI will not be released to contractor employees without specific release approval of the originator of the material as outlined in governing directives; based on prior approval and certification of "need-to-know" by the designated contractor.
- c. Names of contractor personnel requiring access to SCI will be submitted to the contracting officer's representative (COR) for approval. (The contracting officer's representative is identified in Block 12 of the DD Form 254.) Upon receipt of written approval from the COR, the company security officer will submit request(s) for special background investigations in accordance with the NISPOM, to the Defense Industrial Security Clearance Office (DISCO). A copy of the personnel security questionnaire (SF-86) should be forwarded to the DIA Personnel Security Office.
- d. Inquiries pertaining to classification guidance on SCI will be directed through the CSSO to the responsible COR as indicated on the DD Form 254.
- e. SCI furnished in support of this contract remains the property of the Department of Defense (DoD) department, agency, or command originator. Upon completion or cancellation of the contract, SCI furnished will be returned to the direct custody of the supporting SSO, or destroyed IAW instructions outlined by the COR.
- f. SCI will be stored and maintained only in properly accredited facilities at the U.S. Government's location, and SCIF #: AF-01-283.
- g. The DIA Security Office will recognize the above noted expiration date as the completion date for the contract. The DIA SCI security office will initiate action to debrief contractor personnel with access to this contract unless extensions or modifications to the contract are received by the DIA SCI security office no later than 30 days after the established completion date.
- h. The contractor is governed by DCID 6/4, 'Personnel Security Standards and Procedures Governing Eligibility for Access to Sensitive Compartmented Information (SCI)' and as may be supplemented by DIA. Although contractor personnel may be eligible for access to SCI or currently possess an SCI personnel security clearance with another non-DIA agency, contractor personnel performing on this contract must be adjudicated by DIA [redacted] prior to (b)(3):10 USC 424 having access to SCI information retained by DIA, unescorted access to DIA spaces, and receipt of a DIA issued contractor badge. The contractor will identify in writing, contractor personnel assigned to this contract by NAME, SSN, Date of Birth and Place of Birth, and provide this documentation to the CO/COR identified in paragraph 3, above. The CO/COR will forward a copy of this documentation to DIA [redacted] for adjudication. This (b)(3):10 USC 424 documentation will be marked and protected under the Privacy Act of 1974.
- i. Electronic processing of SCI must be accomplished on equipment accredited in accordance with DoD 5105.21-M-1, DIAM 50-4, DCID 6/3, and the Joint DoDIIS Cryptologic SCI Information Systems Security Standards.

2. The contracting officer's representative (COR) will:

- a. Review the SCI product for contract applicability and determine that the product is required by the contractor to complete contractual obligations. After the COR has reviewed the SCI product(s) for contract applicability and determined that the product is required by the contractor to complete obligations, the COR must request release from the originator through the Intelligence Division. Originator release authority is required on the product types below:
 - i. Documents bearing the control markings of ORCON, PROPIN.
 - ii. GAMMA controlled documents.
 - iii. Any NSA/SPECIAL marked product.
 - iv. All categories as listed in DoD 5105.21-M-1.
 - b. Prepare or review contractor billet/access requests to insure satisfactory justification (need-to-know) and completeness of required information.
 - c. Approve and coordinate visits by contractor employees when such visits are conducted as part of the contract effort.
 - d. Maintain records of all SCI material provided to the contractor in support of the contract effort. By 15 January (annually), provide the contractor, for inventory purposes, with a complete list of all documents transferred by contract number, organizational control number, copy number, and document title.
 - e. Determine dissemination of SCI studies or materials originated or developed by the contractor.
 - f. Within 30 days after completion of the contract, provide written disposition instructions for all SCI material furnished to, or generated by, the contractor with an information copy to the supporting SSO.
 - g. Review and forward all contractor requests to process SCI electronically to the accrediting SSO for coordination through appropriate SCI channels.
 - h. Request for release of intelligence material to a contractor must be prepared by the contracting officer's representative (COR) and submitted to the DIA Senior Intelligence Officer or his designated representative. This should be accomplished as soon as possible after the contract has been awarded. A letter explaining the requirement shall be attached to the request along with a copy of the DD Form 254 and the Statement of Work.
3. The contractor will inform the CO/COR and the DIA SCI security office at least 20 working days in advance of any business visits that will involve the passing of access from one location to another. (Note: Emergency exceptions will be handled on a case-by-case basis.) The CO/COR will certify need-to-know and approve passing of clearances by DIA SCI security offices.
 4. SCI with restrictive caveats will be released to the contractor only when the originator's approval has been obtained. All other SCI may be released to the contractor on approval by the CO/COR. The contractor will not release SCI to any personnel without prior approval from the CO/COR.
 5. Transporting of SCI on commercial aircraft is only authorized by an exception waiver issued by the DIA Senior Intelligence Officer (SIO).
 6. The contractor is authorized direct communications with the designated CO/COR and the DIA SCI security office in all matters pertaining to SCI requirements. The CO/COR identified in Block 12 of the DD254 will receive a copy of any correspondence, which may have an impact upon the contractor's ability to perform under this contract.
 7. On receipt of any SCI that impacts the cost of the contract, the contractor will inform the CO/COR, who, in turn, will notify the Contracting Officer/Activity prior to expending additional funds. The DIA SCI security office will receive a copy of this cost modification as well.
 8. Contractors who have TOP SECRET/SCI access may have unescorted access to a government facility, including Government Owned Contractor Operated (GOCO) facilities, and may be permitted to work alone inside the facility without the requirement for the presence of a U.S. Government employed representative provided all PROPIN, ORCON, GAMMA, SIOP, CNWDI, Law Enforcement Sensitive (LES) and other special program materials are secured to preclude contractor access to this material, or a non-disclosure form is signed by the contractor(s) w/ written approval of the originating agency, or if a U.S. Government employee (military or civilian) is on-site at the time.
 9. Electronic processing of SCI must be accomplished on equipment accredited in accordance with DoD 5105.21-M-1, DIAM 50-4, DCID 6/3, and the Joint DoDIIS Cryptologic SCI Information Systems Security Standards.
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Security Addendum - SCIF
As Applied to Contract
HHM402-10-D-0006
Dated: 8 JUL 2009

1. The name, telephone number, and address of the CO/COR for this contract is: [REDACTED] (b)(3):10 USC 424
2. The private use of classified information is not permitted except in furtherance of a lawful and authorized Government purpose.
3. Security briefings will be in accordance with the NISPOM, and/or other appropriate directives, (DoD 5105.21-M-1). In all cases, the employee will be briefed on his/her obligation to safeguard the information. The employee/contractor will be debriefed according to the applicable regulations when the access is terminated and/or no longer has the need-to-know.
4. The Special Security Officer/Contractor Special Security Officer, (SSO/CSSO) will maintain records, by name and title, of all employees and authorized visitors who have access to the classified and/or intelligence material. The SSO/CSSO will confirm that all employees/visitors are appropriately cleared and authorized, prior to gaining access to the material.
5. ALL MATERIALS GENERATED BY THE CONTRACTOR (including but not limited to correspondence, drawings, models, mockups, photographs, schematics, status, progress, and special reports) will be classified according to its own content and/or by special instructions issued by the CSA, Contracting Officer or his/her duly appointed representative.
6. Special instructions and controls for the handling, processing, storing, and transmission of classified information and material are provided in the appropriate regulations, manuals, or directive. The documents are identified as follows: DIAM (58-Series Manuals) and DIA Desk Reference Guide to Executive Order 12958.
7. The contractors will not release classified and/or intelligence material to any activity, employee, or other person not directly engaged in providing under this contract unless specific written authorization for such release is received from the CO/COR. This prohibition precludes release without written authority to another contractor or subcontractor, Government agency, private individual, or organization.
8. Unclassified information released or generated under this contract will be restricted in its dissemination to contractor and Government personnel involved in the contract. Release in open literature or exhibition of such information is strictly prohibited without permission of the CO/COR.
9. Intelligence material, whether or not bearing control markings, will not be released to foreign visitors, foreign nationals, or immigrant aliens regardless of their position or level of their security clearance, except with the specific permission of the originating agency.
10. If the contractor is required to utilize any wireless transmitter devices, to include radio frequency (RF) or infrared (IR) to support this contract, the contractor must contact DIA [REDACTED] and identify the device(s), the planned use purpose or scope of the devices, respond to requests for additional information concerning such devices, and comply with TEMPEST guidelines identified by [REDACTED] (b)(3):10 USC 424
11. The contractor will comply with DIA policy, and policy as may be revised, regarding the use of Personal Electronic Devices (PED) within DIA accredited spaces. Should the contractor be within spaces belonging to another agency (host), the contractor will comply with the host requirement. A PED is any electronic device that receives, transmits, stores, processes, records audio/visual, scans, or otherwise is capable of manipulating information in any form. A PED includes but is not limited to cellular telephones, cameras, pocket scanners, voice recorders, pagers, and computers.
12. Except in the case of an emergency, the contractor will not allow another program either SCI or collateral, to co-utilize the SCIF without the establishment of a Co-Utilization Agreement (CUA). The CUA must be reviewed and approved by DIA [REDACTED] prior to the introduction of the outside agency personnel or material. In the case of an emergency, the contractor must contact DIA [REDACTED] the next duty day. (b)(3):10 USC 424
13. Classified and/or intelligence related material released to or generated by the contractor may be destroyed locally by the contractor. Such destruction will be in accordance with the applicable regulations: DoD 5105.21-M-1 or Chapter 5, Section 7, NISPOM, utilizing destruction procedures, devices, methods, or equipment approved by the National Security Agency.
14. By virtue of access to SCI and/or intelligence material, contractor employees may have restrictions placed on them for foreign travel in or through designated countries or geographic areas. The contractor shall be responsible for exercising

adequate supervision to assure that employees are willing to comply with notification requirements for anticipated and completed foreign travel.

15. Subcontracting this contract or any portion thereof of this contract requires the contractor to sponsor the subcontractor and be approved by the CO/COR. The prime contractor must complete a separate DD 254. Additionally the subcontractor must have a final facility clearance issued by Defense Security Service (DSS) or other U.S. Government agency authorized to issue equivalent clearances.
16. Contractors are prohibited from having access to "PROPRIETARY INFORMATION" (abbreviated PROPIN or PR), and "DISSEMINATION AND EXTRACTION OF INFORMATION CONTROLLED BY ORIGINATOR" (abbreviated ORCON) unless in compliance with one of the following:
 - a. The originating agency of the PROPIN and ORCON provides written consent to the accessing contractor, and the accessing contractor agrees in writing with the originating agency not to divulge, use, or otherwise release PROPIN and ORCON. The originating agency of the PROPIN and ORCON is responsible for identifying and marking PROPIN and ORCON. The CO/COR is responsible for identifying marked PROPIN and ORCON information within their control and initiating the request and release documentation between the originating agency owning the PROPIN and ORCON and the accessing contractor. If the originating agency of the PROPIN and ORCON fails to or denies access to the accessing contractor, or if the accessing contractor fails to or does not agree to not to divulge, use, or otherwise release the PROPIN and ORCON, then the CO/COR is responsible for denying PROPIN and ORCON access until the appropriate documentation has been completed. Contractors, who intentionally obtain access to PROPIN and ORCON without the required documentation, may be subject to civil and criminal liabilities and penalties as provided by law. US Government employees who release PROPIN and ORCON, whether intentionally or accidentally to unauthorized contractors, are subject to civil and criminal liabilities and penalties as provided by law, or
 - b. A US Government employee (military or civilian) is on-site, when contractor access to PROPIN or ORCON is possible or available.
17. The contractor must comply with Foreign Ownership, Control or Influence (FOCI) restrictions and notifications as outlined in the NISPOM.
18. If the contractor identified in DD 254, Block 6a. is identified as a being under FOCI by Defense Security Service (DSS), a favorable National Interest Determination (NID) must be completed as outlined within the NISPOM prior to the contractor being awarded the contract and having access to PROSCRIBED INFORMATION. PROSCRIBED INFORMATION includes COMSEC, Sensitive Compartmented Information, Critical Nuclear Weapons Design Information, Restricted Data, Formerly Restricted Data, TOP SECRET, Special Access Programs, other classified information, and other Executive Branch Departments and Agencies for classified information under the cognizance of such.
19. The contractor may introduce but is not authorized to activate or use any wireless transmission devices within any DIA facilities or any DIA accredited facilities without first receiving written permission from [REDACTED] Military Departments, Major Commands, Combatant Commands, Senior Intelligence Officers, and local Special Security Officers or Contractor Special Security Officers may require more stringent standards which must be complied with. If the contractor is located within another agency's facility or accredited facility, the contractor will comply with the other agency's policies regarding the introduction, activation or use of any such device. *The Director, National Intelligence (DNI) may by policy, directive or other means, bar the introduction of any wireless transmission device into any SCIF area after the date of this contract. Should this occur the DNI policy will automatically supercede this paragraph and if the wireless device is still required to be introduced into the SCIF area, justification and a waiver request must be submitted to [REDACTED] for a determination.* (b)(3):10 USC 424
20. Contractors who anticipate a change of name and/or ownership, must notify the CO/COR in writing upon consideration of the proposed change. Changes may affect facility clearances which may affect continuance of the contract.
21. A security review of this DD Form 254 is required during the different stages of the contract or any revision of this contract. The CO/COR will provide the contractor with applicable changes in security requirement(s) by issuing a revised DD Form 254.
22. If the contractor requires the construction of a Sensitive Compartmented Information Facility (SCIF), the contractor is required to submit a copy of DCID 6/9, Annex A, Fixed Facility Checklist (FFC), and DoD 5105.21-M-1, Appendix J, TEMPEST Addendum to the FFC, to DIA [REDACTED] for review and approval prior to initiating construction. If the contractor possesses an accredited SCIF where the work will be accomplished, the contractor must contact DIA [REDACTED] to determine if a Co-Utilization Agreement (CUA) is required or other documentation is necessary. If the contractor possesses a previously accredited SCIF, the contractor will submit the FFC and TEMPEST Addendum to the FFC to DIA [REDACTED] for review and approval. In all cases, the SCIF must be accredited prior to the introduction of Sensitive Compartmented Information. (b)(3):10 USC 424

23. The contractor will not make any modifications to a DIA accredited SCIF without first consulting with DIA [REDACTED] submitting appropriate page changes to the FFC and TEMPEST Addendum to the FFC, and obtaining from DIA [REDACTED] in writing, approval for such modifications. Modifications include but are not limited to expanding or decreasing SCIF perimeter size, changes to the Intrusion Detection System, changes to the telephone system, relocating the SCIF, installing doors, installation of any transmitter devices (including RF alarm systems), or any other action which could affect the physical security or Inspectable Space Determination (TEMPEST) of the SCIF. Minor modifications, such as sub-dividing a room within a SCIF to form two rooms, may be reported after the fact.

(b)(3):10 USC
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24. Prior to any processing, the contractor will comply with obtaining and receiving Automated Information Systems (Computer) accreditations with DIA [REDACTED] as outlined in DCID 6/3 and as may be supplemented.

(b)(3):10 USC
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25. The contractor will reference DoD 5105.21-M-1 for initial guidance on TEMPEST requirements. Contact the DIA [REDACTED] TEMPEST Team for more information regarding specific TEMPEST requirements and Inspectable Space Determination.

(b)(3):10 USC
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26. If the contractor is utilizing any encryption to transmit any classified information, the encryption must have prior approval of the National Security Agency (NSA). Use of commercially available encryption is prohibited for the transmission of any classified material.

27. If the contractor requires access to JWICS/INTELINK at the contractor site, the contractor must establish a COMSEC account with NSA prior to installation. The contractor through the CO/COR, must submit a concept of operations to JWICS PMO and [REDACTED] for review and approval prior to installation and connectivity. DIA retains full responsibility for the secure operation of the connectivity, and protection of classified material on the system. The CO/COR will ensure that the concept of operations includes how access to all Proprietary Information (PROPIN), ORCON, GAMMA, Law Enforcement Sensitive (LES), and other special program materials are secured to preclude contractor access to this material.

(b)(3):10 USC
424

NOTE: CONTRACTORS, PLEASE GO THROUGH YOUR CONTRACT MONITOR/CONTRACTING OFFICER REPRESENTATIVE (CO/COR) PRIOR TO CONTACTING THE OFFICES BELOW.

DIA Points of Contact for Security Issues:

DIA [REDACTED]

DIA [REDACTED]

DIA [REDACTED]

DIA [REDACTED]

DIA [REDACTED]

(b)(3):10 USC
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ATTACHMENT J.2
Scitor Corporation On-Site Rates for

(b)(3):10 USC
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Labor Category	Base Year	Option Period #1	Option Period #2	Option Period #3	Option Period #4
Financial Manager - Mid Level	(b)(4)				
Financial Manager - Senior Level					
JCIDS Analyst					
Logistics Analyst					
Acquisition Specialist - Mid Level					
Acquisition Specialist - Senior Level					
Collection Manager					
Scientist/Modeling Expert					
Signature Research Analyst					
TECHINT Fusion Analyst - Mid Level					
TECHINT Fusion Analyst - Senior Level					
TECHINT Analyst - Mid Level					
TECHINT Analyst - Senior Level					
Software Engineer - Mid Level					
Software Engineer - Senior Level					
Sensor System Developer - Mid Level					
Sensor System Developer - Senior Level					
Test Engineer					
Project Manager					
Science and Technology Manager/Systems Engineer					
Graphics Developer					
Network Engineer					
IT Specialist					
Web Developer/Database Administrator					
IT Developer					
Engineer/Scientist(Radio Frequency Exper					

ATTACHMENT J.2
Scitor Corporation Off-Site Rates for



(b)(3): 10 USC
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Labor Category	Base Year	Option Period #1	Option Period #2	Option Period #3	Option Period #4
Financial Manager - Mid Level					
Financial Manager - Senior Level					
JCIDS Analyst					
Logistics Analyst					
Acquisition Specialist - Mid Level					
Acquisition Specialist - Senior Level					
Collection Manager					
Scientist/Modeling Expert					
Signature Research Analyst					
TECHINT Fusion Analyst - Mid Level					
TECHINT Fusion Analyst - Senior Level					
TECHINT Analyst - Mid Level					
TECHINT Analyst - Senior Level					
Software Engineer - Mid Level					
Software Engineer - Senior Level					
Sensor System Developer - Mid Level					
Sensor System Developer - Senior Level					
Test Engineer					
Project Manager					
Science and Technology Manager/Systems Engineer					
Graphics Developer					
Network Engineer					
IT Specialist					
Web Developer/Database Administrator					
IT Developer					
Engineer/Scientist(Radio Frequency Expert)					

(b)(4)

NON-DISCLOSURE AGREEMENT

Defense Intelligence Agency

[This agreement is to be signed by all contractor employees who in the course of performing contract work for DIA may be disclosed, or have access to, Protected Information and Computer Software as defined below.]

I, _____, the employee of Scitor Corporation understand in the course of my work for the Defense Intelligence Agency (DIA) under Contract Number HHM402-10-D-0006 that Protected Information and Computer Software may be disclosed to me and I may otherwise have access to such items on DIA information technology networks or in DIA workspaces. I agree to abide by all terms and obligations contained in this agreement regarding the protection of such items.

1. Definition.

a. Unless specifically excluded by paragraph 1.c, "Protected Information and Computer Software" means all information and computer software, in any form or media, that in the course of performing work for the DIA under various contracts are disclosed to me, or to which I am otherwise given access to, by (i) DIA, (ii) other government agencies, (iii) foreign governments or (iv) other contractors while directly supporting DIA, which is accompanied by written legends identifying use or disclosure restrictions or disclosed under circumstances that I know are subject to use or disclosure restrictions established in writing by the Government.

b. Protected Information and Computer Software includes by way of illustration, but is not limited to: (i) intelligence products and data marked Limited Distribution (LIMDIS); (ii) information marked For Official Use Only (FOUO); (iii) personnel data protected by the Privacy Act; (iv) data, information and material (including software documentation and computer databases) of a technical, scientific, or government predeliberative nature; (v) contractor proposals, acquisition plans, government cost estimates, draft statements of work, source selection plans, and evaluations of contractor proposals; (vi) financial and management data used for contract award or administration purposes; (vii) test reports; (viii) government requirements documents; (ix) financial statements and reports; (x) manpower reports; (xi) planning, cost and program development documents, resource forecasts, National Intelligence Program/Military Intelligence Program (NIP/MIP) data, Program Objective Memorandums (POM), Program Budget Submissions/Intelligence Program and Budget Submissions (PBS/IPBS), Congressional Budget Justification Books/Congressional Justification Books (CJB/CJB), President's Budget Submissions, Program Budget Decisions (PBD), and Five Year Plans; and (xii) computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled.

c. Protected Information and Computer Software does not include information that:

(1) Has been released to the general public through no action of the undersigned in breach of this agreement or through no action of any other party in breach of any other obligation of confidentiality owing to the Government or the owner of the protected information or computer software;

(2) Has been lawfully obtained by the recipient outside the course of the performance of a government contract;

(3) Has been properly licensed or provided directly by the owner (or other authorized source) of the information or computer software to the recipient to the extent so licensed or provided;

(4) Is owned by the recipient or was developed independently of the disclosure hereunder;

(5) Has been used or disclosed by the recipient in response to an order of a court or administrative body of competent jurisdiction to the extent permitted by that authority; or

(6) Has been disclosed to the recipient by the Government who has explicitly authorized the recipient to use or disclose the information for another purpose, to the extent so authorized.

2. Use and Disclosure Obligations. I will use and disclose Protected Information and Computer Software only as necessary for the performance of the requirements of this contract under which the information or computer software is furnished. I understand Protected Information and Computer Software may not be used or disclosed for any other purpose, including bid or proposal preparation or business marketing, without the written approval of the cognizant government contracting officer. Furthermore, unless otherwise authorized by the cognizant government contracting officer, I will comply with all restrictions set forth in any legends, licenses or instructions provided to me or accompanying Protected Information and Computer Software or other written directives of my employer or the Government known to me. The use and disclosure obligations imposed by this paragraph shall expire as follows:

a. There shall be no expiration date for the following Protected Information and Computer Software: (i) technical data or computer software containing Limited Rights, Restricted Rights, Government Purpose Rights, Special License Rights, or Unlimited Rights legends; (ii) information or software marked Limited Distribution (LIMDIS); (iii) information or software marked Source Selection Information; (iv) contract proposal information marked pursuant to FAR 52.215-1(e) limiting its use for proposal evaluation purposes only; (v) information and computer software marked Contractor Proprietary or with a similar legend; (vi) data known by me to be protected by the Privacy Act; and (vii) information marked For Official Use Only (FOUO).

b. For other information or software accompanied at time of disclosure by a written legend identifying use or disclosure restriction time periods, the expiration date shall be as stated in or derived from the legend.

Attachment J.3
HHM402-10-D-0006

c. For all other Protected Information and Computer Software, the expiration date shall be 3 years from the date the information or software is first disclosed to me.

3. Unauthorized Use or Disclosures. I will immediately notify my employer of the circumstances of any unauthorized use or disclosure known to me of Protected Information and Computer Software in violation of the obligations contained in this agreement.

4. Disposition. At the termination of my employment or when I no longer perform contract work for DIA, I agree to immediately return (or destroy if directed by my employer) all Protected Information and Computer Software in my possession. Furthermore, if I am dedicated to support a specific DIA Office or Directorate or DIA program and am reassigned to support another DIA Office or Directorate or DIA program, I will immediately return (or destroy if directed by my employer) all Protected Information or Computer Software in my possession previously furnished by the prior DIA Office or Directorate or DIA program.

5. Duration. The above obligations imposed by this agreement shall survive termination of my employment or the expiration or termination of the this contract under which the protected information or computer software was furnished to me.

6. Classified Information. This agreement is in addition to and in no manner abrogates requirements, obligations or remedies regarding the protection of classified information and does not supersede the requirements of any laws, regulations, other directives or nondisclosure agreements regarding classified information.

7. Other Restrictions. This agreement does not abrogate any other obligations currently placed upon me or which may be imposed upon me in the future by my employer, DIA or other entities; or remedies afforded those entities regarding those obligations.

8. Copy Provided. I acknowledge I have been provided a copy of this agreement.

Signature

Date